

## Solicitors' Journal &amp; Reporter.

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**To Correspondents.**—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

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## CURRENT TOPICS.

THE SUPREME COURT OF JUDICATURE (OFFICERS) Bill, just introduced by the Lord Chancellor, is intended to give effect to the recommendations of the report of the "Legal Departments (Offices) Committee." Its provisions are in harmony with the intention of the Judicature Acts, and it may be hoped that the rules of court to be made under the measure, when it shall have become law, and the application generally of its provisions, will secure advantages such as have been impracticable in the absence of the centralization now proposed to be secured. The measure embraces, mainly, two matters—(1) offices, and (2) officers of the Supreme

Court. As to the former, it provides for the establishment of a central office of the Supreme Court, in which are to be concentrated the Record and Writ Clerks' Office, the Enrolment Office, the offices of the masters and associates of the common law divisions, the Crown office of the Queen's Bench Division, the Queen's Remembrancer's Office, the office of the registrar of certificates of acknowledgments by married women, and the office of the registrar of judgments. The central office is to be under the control of masters, who will consist, in the first instance, of the heads of the transferred offices; and the business to be performed in the office is to comprise all the business performed in the transferred offices, and is to be distributed among the officers as may be directed by rules of court. This centralization of offices must tend to convenience and economy of labour, as well as to the much-to-be-desired uniformity of practice in matters of detail. The classification of officers to be effected under the Bill is, unquestionably, a very important matter, and one upon which much of the successful working of the measure will depend. Inasmuch as the interests of a very large number of persons will have to be dealt with, it may be presumed that in assigning to the officers their respective positions in the central office, regard will be had to some general principle, such, for instance, as seniority in respect of date of appointment to the rank held at the time of the classification.

WE HAVE OFTEN HAD OCCASION to refer to the tendency of the Court of Appeal to lay down abstract propositions without regard to practical convenience, and we should be glad to know what the learned judges meant by their remarks last week as to the mode in which solicitors should keep their diaries. Lord Justice James is reported to have said that he hoped he should never again hear of a diary being kept on loose sheets in a solicitor's office. "He could not conceive of any honest reason for making the entries on loose sheets, which were capable of being easily destroyed. He could conceive that there was a reason for it in order to conceal transactions when the solicitor was embezzling the money of his clients. His lordship said that the managing clerk ought not to have lent himself to any such transaction." Lord Justice Brett said that "if such a thing was really done, it was because the office was full of fraud, and he should look with great suspicion on the confidential managing clerk. But his lordship did not believe a word of the story, for it was the interest of a solicitor to keep a diary, because by means of it he made out his charges against his clients." Will these learned judges be surprised to hear that it is the practice in many offices, not usually considered to be "full of fraud," for every person in the office to have provided for him daily a loose memorandum sheet on which it is his duty to record his day's "doings," and these sheets are fastened together, and from them, meditately or immediately, the bills of costs are made out. Can the learned judges have meant that one huge book should be provided, chained to a desk, to which each person employed in a large office should run to enter each attendance; or that a small "buttons" should be kept to hurry with such a book from one person in the office to another throughout the day? Or do they mean that each person employed should have a separate book in which he shall daily enter up his attendances or work? If so, perhaps they will condescend to explain some mode in which the desire of the bill clerk to have all these books at once to post from and the necessity for the clerks to have them at their elbows at the same time can be reconciled.

ALTHOUGH THE PERIODICAL visits of the Master of the Rolls to the Appeal Court are undoubtedly regarded with satisfaction, it cannot be said that his absence from Rolls Yard is free from inconvenience to the suitors in his own court. Moreover, the day the learned judge

selects for his absence divides the week, as regards witness causes, into two unequal parts—one consisting of Monday and Tuesday, and the other of Thursday. One result of this is to cause additional inconvenience in cases where witnesses come from a distance, and may be detained the whole of Wednesday in idleness waiting for a hearing on Thursday, which may not come on. Three days of the Master of the Rolls' time in each week are appropriated—that is to say, Wednesday for the Appeal Court, Friday for motions, and Saturday for petitions, short causes, and adjourned summonses, leaving Monday, Tuesday, and Thursday for the general work of the court. From the point of view of those who have witness causes in this court, it is obvious that the balance of convenience would be that those three days should come together; and the only mode of effecting this object would be to take the witness causes on Thursday, Friday, and Saturday in each week. This would leave Monday and Tuesday for the petitions and motions, &c. There are, no doubt, reasons, connected with the requirement of a clear day's notice, why motions should not be taken so early in the week as Tuesday, but perhaps these objections might disappear after a time, when the newly appointed day should become generally known.

WE RECENTLY REFERRED to the frequent resort which is made to the powers of the Charity Commissioners for the appointment of new trustees of Dissenting chapels. We observe that in their last report the commissioners seem to contemplate a compulsory resort to them in these, and all other charity cases. After regretting that the Bill of last year did not provide a remedy for the "wasteful" expenditure of the funds of charities in the appointment of new trustees, the report quotes from a previous report the following remarks:—"Notwithstanding the facilities for the ready and inexpensive appointment of trustees of charities and the transfer of the trust estate by the orders of our board, which are afforded by the jurisdiction created by the Charitable Trusts Act, 1860, appointments of new trustees are still very commonly made by deed. Where, as is frequently the case, the trust estate is not vested in the official trustees of charitable funds, or in the official trustee of charity lands, these appointments must be perfected by a transfer of personal, or a conveyance of real, estate to the new trustees. The cost of these proceedings, which are now unnecessary, is always heavy, and in some cases they involve an expenditure nearly if not quite equal to a year's income of the charity. The power of appointing trustees is, too, sometimes so exercised as to embarrass the administration by our board of our statutory jurisdiction in this respect, and to give rise to doubt as to the validity of orders made under it. Now that the experience of seventeen years' working of the Charitable Trusts Act of 1860 has shown that the powers of appointing new trustees thereby entrusted to our board are highly beneficial, and have been largely resorted to, not merely for reducing the cost and the difficulty of changes in the constitution of trusts, but for clearing the title of charity estates, it appears to us that a restriction should be placed on the wanton expenditure of charitable funds which is involved in appointments made under special powers by deed."

THE CASE of *In re Bannister*, on which we comment elsewhere, has given rise to a good deal of discussion as to the functions of the conveyancing counsel of the Chancery Division. The course of proceeding, as is well known, on a sale by the court, is for the general conditions to be prepared by the solicitor of the party having the conduct of the sale; these conditions are then, together with the abstract and memorandum of reference, laid before the conveyancing counsel, who prepares and settles any special conditions. Now, in what capacity does he settle these conditions—as an officer of the

court, or as counsel to the vendor? According to the Court of Appeal in the recent case, as counsel to the vendor. Whence follows this pleasant result, that, although the vendor has no option either as to going to the court counsel or as to the selection of the particular court counsel who shall prepare his conditions, yet, as between himself and the purchaser, he is liable for the consequences of any error made by the court counsel in the conditions of sale. We wonder whether this result has always been borne in mind in the selection of gentlemen for the conveyancer's blue ribbon?

A CORRESPONDENT sends us the following notice, which, he says, has been posted in the office of the new taxing master, and which is certainly a step in the right direction:—

Mr. Davidson desires to give notice of the following arrangements for the despatch of business in his office:—All orders relating to money in or out of court will have precedence of all other business. Unopposed, *ex parte*, and short bills will be disposed of forthwith without requiring the parties to take formal appointments. Solicitors will assist the master in promptly disposing of business before him by leaving their papers arranged in the order of the bill, with all vouchers for payments, counsel's fees, and (if any) chief clerk's certificate of attendances.

The Honourable Society of New-inn have increased their prize given at the examinations of the Incorporated Law Society from ten guineas to twenty guineas. The effect of this increase will be that a New-inn prize (of the value of five guineas) will be awarded at each honours examination.

In a case of forgery, tried at the York Assizes on Monday, before Mr. Justice Manisty, the trial of the case was nearly concluded at luncheon time. When the bailiff had been sworn, some of the jury left the opposite end of the box to which he was standing, and two of them got separated from their colleagues and got into the town without being stopped. The jury had therefore to be discharged, and a new one (excluding the two men who had gone away for luncheon) was impanelled, which necessitated the re-trial of the case from the commencement.

On Saturday, at the York Assizes, before Mr. Justice Manisty, Thomas Matthews was indicted for perjury at Leeds on the 10th and 19th of December last.—The prosecutor, John Callaghan, was an Irish cattle dealer and farmer, in the habit of doing business in the York cattle market. On the 3rd of October he was there with some beasts, and meeting with the prisoner sold him ten of them at £17 each. Prisoner said he could not pay for them then, but would at the next fortnightly market. On the latter day, however, he failed to pay, and said he would pay at the next fair, and as a guarantee for this, put £20 down on account. Prisoner failed to pay the remainder, and the prosecutor demanded it through a solicitor. A writ served on the prisoner remained unnoticed, and ultimately the prisoner signed a couple of affidavits on the days named in the charge, in which he swore that he did not owe the prosecutor money and that he had paid the balance of £150.—The jury found the prisoner guilty.—His lordship said the prisoner had been found guilty on the clearest evidence, and the sentence must be severe, as the case was a very bad one. It was becoming too common a practice when a person who had parted with his property brought an action to recover it or the value of it, and when there was no pretence for defending it, for the defendant to make an affidavit that he had paid the money. From affidavits of that kind parties were sometimes put to enormous expense, and at the last moment the plea was withdrawn and the debt admitted. In fact, the practice was becoming so common that it must be stamped out by the strongest hand, and solicitors ought to be very careful to see that they did not lend themselves to anything of that kind. If the practice was not stopped by light punishment, it would have to be stemmed by heavy sentences. The prisoner had made himself liable to seven years' penal servitude. He was now sentenced to twelve months' imprisonment.

## MISLEADING CONDITIONS OF SALE.

MR. DART has recorded, as the result of his wide experience, that "the number of seriously dangerous and defective titles which, at the present day, are brought into market and passed off upon purchasers under the cover of special conditions of sale is much larger than is commonly supposed." There is nothing very surprising in this, and nothing very alarming, if only the purchaser has due warning of the insecurity of the title he agrees to take. Land to which only a defective title can be shown must be sold, and there are generally people willing to run the risk of buying it. But, unless we have been unfortunate in our opportunities for observation, there is some reason to think that a practice has been growing of late which may afford opportunity for concealing the insecurity of the title under conditions framed so as to give the purchaser the impression that the vendor simply desires to save expense. We seem to see less of the practice of stating the material facts and then stipulating that the purchaser shall accept such title as the facts so stated show in the vendor, and there seems to occur more frequently than formerly the stipulation that the purchaser "shall assume" this or that. Whether what the purchaser is asked to assume is true is perhaps not always considered; and it seems from a recent case that the purchaser is sometimes asked to assume what the vendor knows to be false.

The principles on which the court has always acted in these matters are well known. It looks with great jealousy on any condition negativing the right of the purchaser to a good title, or to the usual evidence of title. The vendor is a person knowing the title and dealing with a person who does not know it; hence to bind the purchaser the restrictive condition must be perfectly clear and explicit. If it is not, it will be construed in favour of the purchaser. Again, if the vendor states facts or reasons with a view to exclude the right of the purchaser to a good title, he must state the truth, the whole truth, and nothing but the truth, relating to the matter in hand. He must not pick and choose his facts, or, above all, mislead the purchaser. As Vice-Chancellor Wood said in *Edwards v. Wickwar* (14 W. R. 79, L. R. 1 Eq. 68), "It is the duty of a vendor to give the fullest information in his power. He has a perfect right to protect himself from any possible claim, but then he ought to state all that he knows."

These principles are well established; yet there seems to be considerable doubt as to their application. It seems to be thought (and in high quarters too, as is shown by the case to which we are about to allude) that a condition that the purchaser shall assume a certain state of things to exist may be made although the vendor knows that the state of things, the existence of which he requires the purchaser to assume, does not in fact exist. It seems hardly necessary to point out that the natural effect on the purchaser of a condition that he shall assume a certain state of facts is to lead him to the belief that the vendor knows nothing to the contrary. When a man says, "You must take it for granted that my predecessor, John Jones, was seized in fee of this property," you don't understand him as intimating that he may actually know that the title to the property was not in Jones. You understand him as meaning either that he knows nothing of Jones's title, or that he will not be at the expense of showing it.

The case of *In re Banister*, decided by the Court of Appeal on Wednesday last, will be useful if it puts an end to the practice to which we have alluded. In that case conditions of sale, framed by the conveyancing counsel to the court, provided that B. should "be assumed to have been seized and entitled to the entire property in fee simple in possession, free from incumbrances, at the time of letting the farm in 1835, and up to and at her death. It is not accurately known, and cannot be now accurately explained, how she acquired the property, and it is

expressly stipulated that no other title than as above shall be required or inquired into, whether in the vendor's possession, power, or knowledge, or not, neither shall he be bound to answer any requisition relative thereto." The purchaser subsequently discovered that B. was executrix of a mortgage in possession of the property, and he took out a summons to have the contract rescinded, on the ground of the misstatements contained in the conditions. Mr. Justice Fry, however (27 W. R. 547), held that, as it appeared from the evidence that the whole of the information in the possession of the vendor bearing upon the title to the estate was placed by him before the conveyancing counsel, and the conveyancing counsel, after having had two or three conferences with the vendor, came to the conclusion that he did not accurately know, and that he could not then satisfactorily explain how B. acquired the property, there had been a "perfectly true and honest statement of the position of the land by the vendor and his adviser," and he dismissed the summons. When the matter came before the Court of Appeal, the learned Master of the Rolls, with that fancy for going to the fountain head which has now and then produced some remarkable results, asked for the production of the instructions to the conveyancing counsel of the court. When these were produced, it appeared that, to the knowledge of the vendor, B. was not seized of the property in fee in 1835, and the learned judge said that a vendor was not entitled to ask a purchaser to assume that to be true which he himself knew not to be true. The most a vendor could ask a purchaser to assume was the truth of that of which the vendor knew nothing. On this ground, as well as on account of the misrepresentation contained in the subsequent part of the condition, the court held that the purchaser was entitled to an open reference as to whether the vendor could show a good holding title. For the future, at all events, it should be understood that no purchaser can be asked to assume that which the vendor knows to be false.

## CONTRACTS NOT TO BE PERFORMED WITHIN A YEAR.

The decision in the recent case of *Davey v. Shannon* (L. R. 4 Ex. D. 81) appears to us to be something more than doubtful; it seems to be contrary to the current of authority. The statement of claim alleged that the defendant entered into the plaintiff's employment as a foreman tailor for three years, on the terms that if he should leave the plaintiff he should not engage in the service of any one carrying on, or himself carry on, the business of a tailor within five miles of D.; and that, on the expiration of three years, he continued in the plaintiff's employment on the like terms, except as to the period of employment, till 1877. Breach—that in 1877 the defendant left the plaintiff and carried on business as a tailor in D. The statement of defence alleged that the contract was not in writing as required by the 4th section of the Statute of Frauds. It was held, on demurrer, by Hawkins, J., that, treating the contract as a new contract of employment for an indefinite period after the expiration of the three years, the stipulation as to not carrying on business amounted to an agreement not to set up the trade during the joint lives of the defendant and the plaintiff, and was, therefore, *prima facie* not to be performed within a year, and therefore fell within section 4 of the Statute of Frauds.

There is one decision which certainly is an authority for the view taken by Hawkins, J., but it is not one which is entitled to much weight. The decision to which we refer is *Eley v. The Positive Assurance Company* (24 W. R. 252, L. R. 1 Ex. D. 20.) There was in that case an alleged contract to employ a solicitor for life, subject to a power to dismiss him for misconduct, and it was held in the Exchequer Division that this contract was within the 4th section of the Statute of Frauds, as being a contract not to be performed within

a year. The case went to the Court of Appeal (24 W. R. 338), but that court being of opinion that there was no contract in fact, the point as to the Statute of Frauds was not dealt with. The general effect of the decisions is that, to be within the statute, the contract must be not to be performed within the year in the sense that the parties have contracted with reference to a period either expressly exceeding a year or so far ascertained as that it must exceed a year. If the period fixed for performance of the contract is an unascertained period which may or may not exceed a year, the contract is not within the statute. The probability that the period of performance may, in fact, exceed a year is immaterial, if in any contingency the period agreed upon may not exceed a year. The statute is not to be construed as meaning that it is applicable unless the contract is to be performed within the year.

The leading case on this subject is, of course, *Peters v. Compton* (1 Sm. L. C. 5th ed. 283). The marginal note in that case states the law to be that an agreement to be within the statute must be an agreement that appears from its terms to be incapable of performance within the year. We rather doubt whether, construed strictly, this proposition represents the effect of the cases, because it seems possible that a contract capable of being performed within a year may, nevertheless, be within the statute. Many contracts in which the time fixed for performance exceeds a year might be capable of performance within a year. Looking, however, to the case of *Peters v. Compton* itself, we find the principle clearly laid down that, when the agreement is to be performed upon a contingency and it does not appear within the agreement that it is to be performed after the year, then a note in writing is not necessary, for the contingency might happen within the year; but when it appears by the whole tenour of the agreement that it is to be performed after the year, then a note is necessary. The principle thus laid down has been followed in numerous decisions, and it seems to us inconsistent with the decision on which we are commenting. It is unnecessary to refer at length to these decisions, but we may mention the somewhat quaint promise to pay a guinea a day as long as Napoleon Bonaparte shall live, as an example of a promise not within the statute.

We should observe, however, that it has been held, on the other hand, that, when the ascertained period of performance is a period exceeding one year, the fact that a certain contingency may operate as a defeasance of the contract does not prevent the statute from applying, as in the case of *Birch v. Earl of Liverpool* (9 B. & C. 392), where there was a contract for hire of a carriage for five years, which, by the custom of trade, was determinable at any time on payment of a year's hire. The decision in *Eley v. The Positive Assurance Company* appears in the Exchequer Division to have been based by Kelly, C.B., upon this class of cases, but it does not seem to us that they have any application to the circumstances of that case or of the case we are now discussing. A contract for the life of one person or the joint lives of two persons is a contract for an unascertained period, which may last a day or many years. No period exceeding a year is agreed upon. The decision in *Davey v. Shannon* must, if the thing is reasoned out, be put on a presumption that a human life will last for a period exceeding a year—a presumption to which we will presently refer. It is insufficient to say that the parties probably expected that the contract would, in fact, be for a period exceeding a year. That is to introduce a very loose and uncertain element into the question whether a contract is within the statute. In many of the cases held not to be within the statute the parties may have expected the performance of the contract to extend over a period exceeding a year. It may be that parties contract on the calculation that the performance of the contract will extend over more than a year. But we have always

supposed that, looking to the decisions on the subject, this was insufficient to bring the case within the statute, unless the parties had actually contracted with reference to a period exceeding a year.

It is obviously impossible to settle these questions entirely by the light of substantial considerations of expediency and good sense. The Statute of Frauds is one of its provisions a very crudely conceived piece of legislation, and has led to divers confusions and anomalies. There is clearly no reasonable distinction in respect of the probability of frauds and perjuries between many contracts that would be within and many that would be without the statute. Two Irish cases cited in the argument of *Davey v. Shannon* illustrate this. In *Farrington v. Donohoe* (Ir. Rep. 1 C. L. 675) a promise to support a child till she should be able to support herself was held to be within the statute. It seems to us that this decision, if correct, comes within the class of cases where a contract is *prima facie* to last for a period exceeding a year, though it may be subject to be defeated by the happening of some contingency. A child will not be able to support itself at six years of age. In *Murphy v. O'Sullivan* (Ir. Rep. 1 C. L. 679), it was held by the Court of Error that a contract to maintain a child during his life was not within the statute. The result may be put so as to look rather absurd. A contract to maintain a person for his whole life is not within the statute. A contract to maintain a person for a part of his life, exceeding a year, is within the statute. If, however, the matter be considered carefully, the absurdity lies rather in the provisions of the statute than in the decisions. If a restriction of the nature contemplated by the statute was desirable at all, it ought to have included all contracts which may last beyond a year as well as those which are expressly framed with reference to a period exceeding a year; otherwise you must have the absurdity of a contract being within the statute which will probably last a much shorter period than another contract which is without the statute. But it being impossible to dispose of these matters without causing some amount of absurdity, the tendency of the decisions on the Statute of Frauds seems to us always to have been to construe it with as much strictness as possible, as interfering with natural freedom of contract. It may be useful generally as tending to enforce the practice of contracting in writing, but in the particular instance, if possible, its operation is to be confined by the strictest construction of language. Therefore, the reason of the thing is often a very unsafe guide in dealing with the construction of such a statute.

Now, if the fact that a contract may, and in the ordinary course of things probably will, endure, and more than that is contemplated by the parties as likely to endure more than a year—if this will not bring a case within the statute, the decision in *Davey v. Shannon* must be put on a legal presumption of the length of human life. There is no doubt generally a presumption that if a person has not been heard of for seven years he is dead, but there is no legal presumption arising from that state of circumstances as to the time at which he died. We do not think there is any legal presumption as to the length of life. It is impossible there should be. It would be obviously impossible to apply actuarial calculations to any particular life for legal purposes, for they deal with an average of lives without regard to individual circumstances. It is conceivable that a jury, under some circumstances, might be guided by the tables in estimating the probability of the duration of a particular life, even though the doctrine of averages might not be so strictly applicable as in the case of life insurance; but it is impossible to suggest that there is any legal presumption by virtue of which you could read into a contract for a life an ascertained term of years.

Before leaving this subject we cannot help calling attention to a very striking instance of the manner in which authorities come by a sort of traditional process-

to be cited for propositions which they by no means bear out. One case which the learned judge cites in *Davey v. Shannon*, and which, as cited, seems to be an authority in favour of his decision, is *Sweet v. Lee* (3 M. & G. 452). That case, no doubt, as abstracted in the head-note, and sometimes in the text-books, is an authority for the proposition that a contract to pay an annuity for life is within the statute, but when the case itself is looked at it is absolutely no authority for any such proposition. The contract was actually to pay £80 per annum for five years, commencing Michaelmas, 1828, and £60 per annum for the remainder of the defendant's life if he survived the five years. This is clearly within the statute, without going into any question as to the duration of human life. The judgment gives no reasons, and in the observations made by the judges during the argument there is absolutely nothing to give any ground for the statement of the effect of the case in the head-note. We have here an instance of the mischief that may be done by bad reporting and by the innocent writers of text-books who assume that the head-note always correctly represents the judgment.

## Recent Decisions.

### ATTORNEY CLAUSE IN MORTGAGES.

(*In re The Stockton Iron Furnace Company*, C.A., 27 W. R. 433.)

This case affords a commentary on *Ex parte Williams* (26 W. R. 274), a decision which has occasioned no little perplexity. Since the new Bills of Sale Act the matter has lost its importance as regards future matters, but there are of course numerous mortgages, effected before the coming into operation of that Act, as to which it is of great moment to know what the Court of Appeal really meant to lay down in *Ex parte Williams*. They were supposed, in some quarters (and apparently by Vice-Chancellor Bacon in the present case), to have held that the attempt by an attorney clause to create "a quasitenancy" was a fraud on the bankruptcy law and void; and some rather unguarded observations of Lord Justice Thesiger certainly pointed in this direction. In the present case, however, the Court of Appeal has disclaimed this view and has explained (though we cannot say very satisfactorily) the grounds on which the decision in *Ex parte Williams* proceeded. Lord Justice James puts it in this way:—"If we could see that the rent was such an absurd sum that it really could never have been intended as a rent, but that it was only part of a device which would enable the mortgagor to obtain, in the event of the mortgagor's bankruptcy, something which he would not otherwise obtain, the principle of *Ex parte Williams* would apply. But in the present case I am by no means satisfied that there was anything unreasonable in the sum which was reserved as a rent." And the Master of the Rolls also seems to imply that if the rent were excessive and very much above the annual value of the property, it might show that "it never could have been intended that there should be an actual tenancy created." But it never is intended that an actual tenancy should be created; all that is intended is, by the fiction of a tenancy, to give the mortgagor a right to distrain for a specified sum. The express power to distrain, not uncommonly inserted in mortgages, where the mortgagor was in possession, conferred the remedy by distress, at any rate against the goods of the mortgagor himself, without the actual creation of a tenancy. Is this "a device which will enable the mortgagor to obtain, in the event of the mortgagor's bankruptcy, something which he would not otherwise obtain"? Lord Justice Bramwell appears to us to have put his finger on the real reason for the decision in *Ex parte Williams* when he said that "the intention

and object of the arrangement there was to commit a fraud on the bankruptcy laws"; for, practically, the effect of the provisions of the mortgage in that case was that the attorney clause was to come into operation only in the event of bankruptcy.

## General Correspondence.

### HOURS OF COMMENCEMENT OF Sittings IN THE COMMON LAW DIVISIONS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Complaints of the arrears in the common law divisions of the High Court, and statements on the part of the judges of their inability to overtake them, are not infrequent; but I venture to think that if the judges would revert to the practice of their predecessors, and, like their brethren of the Chancery Division, commence their sittings at ten, instead of at half-past ten, in the morning, these complaints and statements would gradually cease.

The result of the existing system is that, whereas in former times the judges sat for six hours a day at the least, the present judges only sit for five and a half hours, which is equivalent to the country being entirely deprived of the services of one judge for the whole of the judicial year, and of another for half that period; and as each puisne judge receives a salary of £5,000 a year, it follows that the country is paying £7,500 a year for services which it does not receive, without taking into account the salaries of other officials, and the expense and loss of time caused to counsel, suitors, and witnesses.

In making the above calculation I have assumed that the judges take their seats punctually at the appointed time, but, if I am correctly informed, it is oftener nearer eleven than half-past ten before they do so, and the loss sustained by the country is proportionately increased.

CHAS. C. DEANE.

Liverpool, May 13.

## COSTS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—In view of the proposed extension of the jurisdiction of the county courts, the following facts connected with a case just ended may be worth consideration.

A carpenter brought an action in the Exchequer Division of the High Court of Justice to recover an account for repairing a house, and claimed £21 8s. After issue was joined he applied for, and obtained, an order to try the action in the county court for Essex, at Waltham; his claim was reduced to £20 8s., and the defendant was allowed a set-off of £10 6s., thus giving the plaintiff in fact £10 2s., £6 of which had been paid into court by the defendant. The judge certified for costs, and the taxing master, one of the oldest and most experienced in the superior court, decided that the judge's certificate entitled the plaintiff to costs which he taxed at £48 18s., and the defendant had to pay these costs. Subject to correction, I understand the law to be that, where the plaintiff recovers less than £20 in an action of contract brought in the Supreme Court, he is not entitled to his costs unless the judge before whom the case is tried certifies that it was a proper case to be tried in a superior court. In this case the plaintiff voluntarily elected to try the case in the county court, and thus admitted that it was a case for the inferior tribunal. The action was for a money demand, and it was never pretended that any question of law was involved. The set-off also was for a money demand and purely matter of set-off.

A SUBSCRIBER.

London, May 8.

## A CAUTION.

[To the Editor of the *Solicitors' Journal*.]

Sir.—We wish to caution the public, especially solicitors, against a person giving the name of Willis, and describing himself as a native of Kent, and a solicitor by profession. He states that he was at one time in partnership with a solicitor in Dorset, and that his partner ruined him. Since then he has been acting as managing conveyancing clerk to a firm of solicitors in London, but his health having given way he is obliged to seek employment in the country, and asks if you can help him to a berth. On being informed that you have no vacancy in the office, he states that he is hard up, and would be thankful for the loan of 30s., for which he will give an I.O.U., and will repay in a month.

This man visited Abingdon some few years since, when he succeeded in obtaining money from several solicitors here, and in one instance he received no less than £5, upon the strength of a similar tale. Willis is about thirty-six years of age, dark complexion, slight figure, and tall.

If you will insert this caution in the *Solicitors' Journal* it will, perhaps, prevent others from being troubled with a visit from Mr. Willis.

Abingdon, May 8.

CHALENOR &amp; SON.

## Cases of the Week.

PRACTICE—APPEAL—STAYING PROCEEDINGS—ACTION DISMISSED, WITH COSTS—ORD. 58, R. 16, 17.—In a case of *Wilson v. Church*, before the Court of Appeal on the 7th inst., a question arose as to the jurisdiction to stay proceedings pending an appeal, when the appellant is a plaintiff whose action has been dismissed. The action was brought by the holder of some bonds issued by a foreign Government on behalf of himself and other bondholders, and by the foreign Government, against trustees of a fund arising from the issue of the bonds, and a company which claimed to be entitled to the fund, seeking to have the fund repaid to the bondholders. Fry, J., dismissed the action, with costs, and afterwards, in an action by the company against the trustees, to which the bondholders were not parties, ordered the trustees to pay part of the fund to the company. The plaintiff in *Wilson v. Church* gave notice of appeal, and then applied, by an original motion to the Court of Appeal, for an injunction to restrain the trustees from parting with the fund pending the appeal. It was objected on behalf of the company that the application was in effect, though not in form, an application to stay proceedings under the judgment pending the appeal, and that, according to rule 17 of order 58, such an application ought to be made in the first instance to the court whose decision was appealed from. And it was urged that, as the action had been dismissed, Fry, J., had no jurisdiction in it, and the application could not be made to him, and that the Court of Appeal was equally without jurisdiction. The court (Jessel, M.R., and Brett and Cotton, L.J.J.) held that the application had been properly made, and granted the injunction asked for. Jessel, M.R., said that in such a case the High Court had no jurisdiction, for rule 16 of order 58 was limited to a stay of proceedings under the decision appealed from, and when the judgment was merely a dismissal of the action there were no proceedings under it. But appeals were now, by virtue of rule 2 of order 58, brought to the Court of Appeal by way of rehearing, and the application was a new one for an injunction, which the Court of Appeal had clearly jurisdiction to grant.

PRACTICE—APPLICATION TO STRIKE OUT PLEADING AS EMBARRASSING—DISCRETION OF JUDGE OF FIRST INSTANCE—DEMURRER—ORD. 27, R. 1.—In a case of *Marshall v. Crabb*, before the Court of Appeal on the 7th inst., the plaintiff applied for an order to strike out part of the defendant's statement of defence as tending to embarrass the fair trial of the action. Hall, V.C., refused the application, and the Court of Appeal (Jessel, M.R., and Brett and Cotton, L.J.J.) affirmed his decision. Jessel, M.R., said

that the judge who would have to try the action was certainly the most proper person to decide whether the fair trial of the action would be embarrassed, and, when that judge had exercised his discretion, the Court of Appeal would not interfere, unless it was shown that there had been some gross and obvious miscarriage. The rule did not refer to something which might embarrass the plaintiff; any pleading of the defendant might do that; it referred to something which would prevent the action from being fairly tried. In the present case the objection really amounted to this, that the pleading raised that which was not a valid defence in law. That was the proper subject of a demurser, and applications under that rule were not intended to dispense with demurrs. It was very undesirable that this rule should be resorted to except in a very plain case. In striking out a defence, a judge was much more likely to do injustice than justice, unless a very strong case was made out. Brett, L.J., said that this rule was not intended as an alternative for demurser, and even if a demurser ought to be allowed, it did not follow that the pleading was embarrassing. Such appeals ought to be discouraged as much as possible. Cotton, L.J., said that the rule was a useful one. But the judge of first instance ought not to be hasty in striking out pleadings, and the Court of Appeal ought to act with great caution in reversing his decision. The rule was clearly not intended as an alternative for a demurser. His lordship did not wish to encourage demurrs, but if, upon the pleadings, the court could determine the question at issue, it was proper that it should be raised by demurser, though such cases very rarely happened.

BILL OF SALE—REGISTRATION—ACT OF BANKRUPTCY—ASSIGNMENT OF WHOLE OF GRANTOR'S PROPERTY—CONSIDERATION—FORBEARANCE TO SEIZE UNDER PRIOR BILL OF SALE—BILL OF SALE DECLARED VOID AS AGAINST TRUSTEE IN BANKRUPTCY—RIGHTS OF HOLDER OF SUBSEQUENT VALID BILL OF SALE—PRACTICE—CROSS NOTICE OF APPEAL—CO-RESPONDENTS—BANKRUPTCY ACT, 1861, SS. 6, 94, 95—BILLS OF SALE ACT, 1854, S. 1—ORD. 58, R. 6.—In a case of *Ex parte Payne*, before the Court of Appeal on the 8th inst., some questions arose as to the validity of a bill of sale, and the effect of its being set aside at the instance of the trustee in the bankruptcy of the grantor upon the rights of the holder of a subsequently executed bill of sale of the same property. A farmer, on the 2nd of May, 1878, executed a bill of sale of his furniture, farming stock, and growing crops to one Payne. It was admitted that the deed comprised the whole of the grantor's property, and that Payne gave no consideration for it, except that he was entitled to seize the property under a prior bill of sale which the grantor had given him on the 29th of December, 1877, and that he forbore to exercise that right upon having the bill of sale of the 2nd of May executed in substitution for the prior one. The bill of sale of the 2nd of May was not registered, and, indeed, did not require registration so far as the growing crops were concerned: *Branton v. Griffits* (25 W. R. 313, L. R. 2 C. P. D. 212), though it required registration as to the chattels. On the 3rd of May, 1878, the grantor executed another bill of sale of the same property to one Cochrane as security for a present advance. This bill of sale also was not registered. Cochrane, when he advanced his money, had no notice of Payne's bill of sale. In October the grantor was adjudicated a bankrupt. Both Payne and Cochrane had taken possession of the property in August, but, if the execution of Payne's bill of sale was an act of bankruptcy, the title of the trustee in the bankruptcy related back to that date, and the possession was taken too late to exclude the operation of the Bills of Sale Act, the fact that Cochrane had no notice of the act of bankruptcy being, as was decided in *Ex parte Attwater* (25 W. R. 206, L. R. 5 Ch. D. 27), immaterial with reference to the Bills of Sale Act. The first question, therefore, was whether Payne's bill of sale was valid as against the trustee. It was contended that it was valid as to the growing crops, as to which registration was unnecessary, because consideration was given by the grantor in his forbearance to enforce his prior bill of sale. The court (Jesse, Brett, and Cotton, L.J.J.), however, held that this point was covered by the decision of the Chief Judge in *Ex parte Stevens* (23 W. R. 908, L. R. 20 Eq. 786), of which they approved, and by the recent decision of the Court of Appeal in *Ex parte Cooper* (27 W. R. 299, L. R. 10 Ch. D. 314, *ante*, p. 158). In the latter case it was held that

the forbearance of the grantor of a bill of sale of the whole of a trader's property to issue execution on a judgment which he had obtained against the grantor was not an equivalent for the bill of sale. And the court held that there was no distinction between forbearance to enforce a judgment and forbearance to enforce a prior bill of sale. Payne's bill of sale was, therefore, declared void as against the trustee. The question then arose as to the effect of setting aside this bill of sale upon the rights of Cochrane. On behalf of the trustee it was contended that, inasmuch as Payne's bill of sale was set aside on the ground that it was fraudulent as against the trustee by virtue of the Bills of Sale Act and the Bankruptcy Act, Cochrane could derive no advantage from that, but the trustee ought to stand in the position of Payne and succeed to the right of priority which he would have had against Cochrane if there had been no bankruptcy. This argument applied both to the growing crops and the chattels; but, as to the chattels, reliance was also placed on *Ex parte Attwater*, as showing that Cochrane's bill of sale was itself invalid as against the trustee, whose title accrued on the execution of Payne's bill of sale. On behalf of Cochrane reliance was placed, so far as regarded the growing crops, upon *Ex parte Leman* (25 W. R. 65, L. R. 3 Ch. D. 324, 4 Ch. D. 23). There a first bill of sale of chattels was not registered, but a second bill of sale of the same chattels to another person was registered. The grantor became bankrupt, and the Court of Appeal held that the second grantee had a better title to the chattels than the trustee in the bankruptcy. As to the chattels comprised in Cochrane's bill of sale, it was argued on his behalf that *Ex parte Attwater* did not apply, because there the bill of sale itself was executed before, but the grantee did not take possession till after, the secret act of bankruptcy, whereas Cochrane did not advance his money or take his bill of sale till after the execution of Payne's bill of sale, of which he had no notice. The court held that this distinction was immaterial, and that the trustee was entitled to the chattels as to which registration under the Bills of Sale Act was necessary. But, as to the growing crops, they held that, registration being unnecessary, *Ex parte Leman* applied, and that Cochrane was entitled to them as against the trustee. Cotton, L.J., said that the effect of avoiding Payne's security as an act of bankruptcy was to vest in the trustee, by virtue of the relation back of his title to that act of bankruptcy, not the mortgage title of Payne, but the property itself, and the protecting clauses of the Act then gave the bankrupt power to charge the trustee's property in favour of a person who had no notice of the act of bankruptcy. Cochrane stood in that position, and was therefore entitled to the growing crops. But, as to the mere chattels, they were at the time of the bankruptcy, which was construed in *Ex parte Attwater* to mean the commission of the act of bankruptcy to which the trustee's title related back, and after the expiration of twenty-one days, in the apparent possession of the grantor, and, consequently, as the bill of sale had not been registered, it was, in respect of the chattels, void as against the trustee by virtue of the Bills of Sale Act. And the court held that, Cochrane having succeeded as to the growing crops, by virtue of the protecting clauses of the Bankruptcy Act, there was the foundation for the claim of Payne to recover the crops from him.

A point of practice also arose in the case. The judge of the county court had, on the application of the trustee, declared both bills of sale entirely void as against the trustee. The Chief Judge, on the hearing of appeals presented by Payne and Cochrane, affirmed the decision as to Payne, but held that Cochrane's bill of sale was valid as against the trustee in respect of all the property comprised in it. Payne gave two notices of appeal, one as against the trustee, the other as against Cochrane. The trustee gave no original notice of appeal, but he gave a notice, under rule 6 of order 58, that he should, on the hearing of Payne's appeal against Cochrane, contend that the order of the Chief Judge ought to be varied in his (the trustee's) favour. It was objected, on behalf of Cochrane, that this notice, being between two co-respondents, was not justified by rule 6. The court, however, held that, as they had jurisdiction under section 72 of the Bankruptcy Act to decide the rights of all the parties with regard to the property in question, the notice was a proper one, and they overruled the objection.

**Liquidation Petition—Misdescription of Debtor—Registration of Resolutions—Locus Standi—With-**

**DRAWAL OF PROOF—BANKRUPTCY ACT, 1869, s. 82—BANKRUPTCY RULES, 1870, R.R. 208, 252, 273, 295—BANKRUPTCY FORMS, 1870, No. 106.**—In a case of *Ex parte Kirkwood*, before the Court of Appeal on the 8th inst., an objection was raised to the registration of resolutions for a liquidation by arrangement, on the ground that the debtor had described himself in his petition in such a way as to mislead his creditors. He was a farmer, occupying a farm of 300 acres in the country, and in his petition he described himself simply as a cattle dealer, mentioning his farm as his place of residence. He had, in fact, carried on some dealing in cattle, and had derived a considerable part of his income from so dealing. But he admitted that his neighbours would know him better by the description of "farmer" than by that of "cattle dealer." The court (James, Brett, and Cotton, L.J.) agreed with the Chief Judge in holding that there was nothing misleading in the description. And they said that the case of *Ex parte Terningham* (27 W. R. 157, L. R. 9 Ch. D. 466) was quite distinguishable. There a debtor, who was engaged in business, described himself in his petition only by his business address, omitting altogether his private residence, and the Court of Appeal held that the description would tend to mislead his private creditors, and on that ground refused to allow the registration of liquidation resolutions. Another point was raised in *Ex parte Kirkwood*. The objecting creditor was present at the first meeting of the creditors under the petition, and tendered a proof of debt, but withdrew it. When he attended before the registrar to oppose the registration he tendered his proof again, and claimed to have it put on the file, and the registrar acceded to this claim. The Chief Judge held that this course was irregular, and that when rule 273 says that a creditor "may withdraw his proof without prejudice to his again proving his debt on any subsequent occasion," it means on any subsequent occasion when debts could properly be proved, and consequently that the debt had not been proved, and the objector was not a creditor when he attended to object, and had, therefore, no *locus standi*. It was not necessary for the Court of Appeal to decide this point, and it was not argued before them, but James, L.J., said that it would take a great deal of argument to satisfy him that the Chief Judge was wrong in his conclusion.

**PUBLIC BODY—OMISSION TO PERFORM STATUTORY DUTY—ACTION BY INDIVIDUAL INJURED—MANDAMUS.**—In a case of *Glossop v. The Heston Local Board*, before the Court of Appeal on the 9th inst., the action was brought by a landowner, whose property was situated within the district of the defendants, to restrain them from permitting a brook which flowed through his land to be polluted with sewage. The defendants had been constituted, under the Public Health Act, 1875, less than a year before the action was commenced. Under section 15 of that Act the duty of the board was to "cause to be made such sewers as may be necessary for effectually draining their district for the purposes of this Act." The plaintiff did not allege that the pollution of the stream was caused by any act of the defendants, but only that it was due to their omission to discharge their statutory duty of constructing sewers to carry the drainage of their whole district. The court (James, Brett, and Cotton, L.J.) held that, even if there had been any default on the part of the board, the action could not be maintained. James, L.J., said that the board were liable, just as any other owner of a sewer, for any unlawful use of it to the injury of any other person. They were liable for anything resulting from the use of their sewers in a way which, but for their Act, would have been an actionable nuisance, anything which was a legal wrong, and which was not justified or excused by their Act. But the Act imposed on them no duty towards any particular individual; the duty cast on them was the effectual drainage of the whole district. If they were guilty of any neglect of that duty, their neglect was not any ground for an action by any proprietor who was deprived of the benefit which he expected to derive from the performance of the duty. The proper remedy would be by an application to the Queen's Bench Division for a *mandamus* in the exercise of its prerogative jurisdiction over all public bodies. There was no precedent in the practice of the Court of Chancery for granting a mandatory injunction to compel a public body to do something for the benefit of an individual. But a *mandamus* would be granted by the Queen's Bench Division on the application of any person if the court could see that a public

body was neglecting the performance of any public duty. Brett, L.J., said that, just as before the Judicature Act, a prerogative *mandamus* could only be granted by the Queen's Bench Division.

**VENDOR AND PURCHASER—MISLEADING CONDITION OF SALE—SALE UNDER ORDER OF COURT—FUNCTION OF CONVEYANCING COUNSEL.**—On the 14th inst. the Court of Appeal reversed the decision of Fry, J., in the case of *In re Banister* (27 W. R. 547), though on different grounds. The action was brought for the administration of the estate of Lucy Banister, and in it an order was made for the sale of some real estate. Under that order the property was put up for sale by auction, and was sold. One of the conditions of sale stated that a declaration would be produced and handed over to the purchaser that the property was taken by the declarant of one Esther Banister in October, 1835, and had since been held by the declarant of her, and those claiming under her in succession to the present time, and "the purchaser shall be satisfied with the title so made, as showing a good and sufficient title, without the production of any other document of title whatsoever previous to the will of the said Esther Banister in 1860, who shall be assumed to have been seized of and entitled to the property in fee simple in possession, free from incumbrances, at the time of the letting in 1835, and up to and at her death. It is not accurately known, and cannot now be satisfactorily explained, how she acquired the property, and it is expressly stipulated that no other title than as above shall be required or inquired into, whether in the vendor's possession, power, or knowledge or not, neither shall he be bound to answer any requisition relative thereto." An abstract of title in accordance with this condition was delivered to the purchaser. In the course of inquiries made by his solicitor about the payment of succession duty, it was discovered that in 1845 a suit of *Banister v. Ellis* had been instituted in the Court of Chancery, in which Esther Banister was plaintiff, and from the pleadings in that suit it appeared that she had been in possession of the property as executrix of her father to whom it had been, in 1822, mortgaged by a tenant for life. The object of the suit was to determine the rights of the plaintiff and a first mortgagee of the property in respect of the proceeds of a policy of assurance which had been also comprised in the mortgages, and the proceeds of which had been received by the first mortgagee. The petitioner then took a summons to rescind his contract, or that an open reference as to title might be directed, on the ground that the condition of sale was misleading. The vendor's solicitor deposed that all the information in the possession of the vendor which appeared to bear upon the title to the property was placed by him before the conveyancing counsel of the court, and that the conditions of sale were settled by him, and the abstract of title furnished in accordance with his advice. Fry, J., upon the evidence to which his attention was called, came, without hearing the vendor's counsel, to the conclusion that the vendor had acted *bona fide*, and that it was true that he did not know and could not satisfactorily explain how Esther Banister had acquired the property. His lordship also held that there was nothing to show that the purchaser would not get a perfectly good holding title, and he dismissed the summons, with costs. The purchaser appealed, and upon the hearing of the appeal the court (Jessel, M.R., and Brett and Cotton, L.J.) called for the production of the statement which was laid by the vendor before the conveyancing counsel of the court. That document was produced, and it then appeared that the mortgage to Esther Banister's father was a mortgage of a life estate in the property, that the mortgage came to an end by the death of the tenant for life in 1844, and that Esther then remained in possession of the property without any title at all, and that thus, by continued possession, the persons who claimed through her had acquired a perfect title to the property by possession in 1874. Upon this evidence the court considered that the condition was misleading, and that the purchaser was entitled, not to have the contract rescinded, but to an open reference whether the vendor could show a good holding title. The vendor, however, was entitled to elect whether he would show his title or have the contract rescinded. If he elected to rescind the contract, the purchaser must have his deposit repaid with interest, and his costs of the original hearing of the summons and of the appeal. If the vendor elected to show his title, the purchaser would have his costs of the original hearing,

but there would be no costs of the appeal. Jessel, M.R., thought that the conclusion of Fry, J., would have been different if the same materials had been before him as were before the Court of Appeal. The sole question was whether the condition was a fair one. No one could doubt that, upon a sale by the court, there should be at least as much good faith as upon any other sale, and, perhaps, a little more. The Court of Chancery had always required that a purchaser should be honestly dealt with. In the case of a trustee for sale on behalf of persons under disability, the course of the court was to require the title to be laid before one of the conveyancing counsel of the court, and a solicitor who honestly laid everything before the conveyancing counsel was not liable for anything improper in the conditions of sale. In the present case the solicitor had done this, and no blame could be imputed to him. But still the conveyancing counsel, though he was the officer of the court, was the counsel for the vendor, and the fact that the vendor was compelled to go to him did not alter the relation between the vendor and the purchaser, and the vendor was no better off, as between him and the purchaser, than if he had employed an ordinary counsel. The rule as to references was not the same as to the rescission of a contract, and the compelling of specific performance of it. A contract could not be rescinded unless there had been fraud, but if there had been misrepresentation in fact, though innocent, the court would decline to enforce specific performance. In the present case it was clear that the vendor knew, from the materials in his possession, that Esther Banister was not seized of the property in fee in 1835, and a vendor was not entitled to ask a purchaser to assume that to be true which he himself knew not to be true. The most which he could ask a purchaser to assume was the truth of that of which he himself knew nothing. As to the statement in the latter part of the condition, that it could not be satisfactorily explained how Esther Banister acquired the property, his lordship thought that Fry, J., ought to have called for the statement which the vendor's solicitor laid before the conveyancing counsel; when that was produced there could not be the slightest doubt how she had acquired the property. She was a mortgagee remaining in possession after the mortgaged estate had come to an end; she remained in possession simply as a person who had no title at all. If the facts stated were proved, a perfectly good title to the property was acquired in 1874. A better title could not be imagined, and his lordship could conceive no reason for not showing it. Under such circumstances, it was not fair to ask the purchaser to make the assumption mentioned in the condition. But, from the nature of the condition, the purchaser was only entitled to require a good holding, not a marketable title, and the reference must be limited accordingly. It would have been much more satisfactory if the purchaser had, in the court below, called for the statement which was laid before the conveyancing counsel, and for that reason the purchaser must pay his own costs of the appeal. Brett, L.J., could not see that Fry, J., was wrong, upon the facts which were before him, in his conclusion either as to the law or the facts. Cotton, L.J., said that, though the result might possibly be the same as if the contract had been rescinded, it was not a case of rescission on the ground of misrepresentation by the vendor. The question was whether the court would compel the purchaser to take a conveyance upon the title already shown to him; in other words, whether this court would compel specific performance of the contract. The rule was that a condition of sale must be fair; no representation must be made that could mislead the purchaser as to facts within the knowledge of the vendor, and he must not require the purchaser to accept that as the root of title which was not so, even though, upon another state of facts, it might afford a perfectly good title. Upon a sale by the court the court was bound to take especial care that there was nothing in the conditions which could possibly mislead a purchaser; a purchaser was entitled to assume that the court would do this. It was said that the conveyancing counsel was the officer of the court, and that the vendor ought not to suffer for his error. That argument was founded on an entire mistake as to the functions of the conveyancing counsel. He was bound to see that the conditions of sale were proper in the interest of the persons entitled to the property which was to be sold; but, as between the vendor and the purchaser, any error by him must be treated as the error of the vendor. It was said that in the present case the purchaser

would not be injured, because he would get a perfectly good holding title. But the purchaser had a right to see how that title was made out, and to have the difficulties which he had discovered cleared away, before his purchase-money was paid.

**PRACTICE—SUMMONS TO SIGN JUDGMENT—AFFIDAVIT BY DEFENDANT—RULES OF COURT, 1875—ORD. 3, R. 6—ORD. 14, R. 1A, 3.**—In an adjourned summons of *Wake v. Herley*, before the Master of the Rolls, on the 5th inst., a writ had been specially indorsed for a specific sum, being the balance of account in respect of certain bills of exchange, or for a composition in respect thereof. A summons was then taken out by the plaintiff under ord. 14, r. 1A, for leave to sign judgment, and the usual affidavit in support was filed. The defendant did not put in an affidavit in reply himself, but various affidavits had been filed, which it was alleged showed a good defence on the merits. No money had been paid into court, under ord. 14, r. 3. The plaintiff's summons was to sign judgment for the larger sum. It was stated at the bar that the practice in the common law divisions was to accept affidavits by other persons, under rule 3, showing a defence, and that on advice no affidavit by the defendant had been filed. As to the latter point reference was made to *Frederici v. Vanderzees* (25 W. R. 389, L. R. 2 C. P. D. 70), where, under rule 1 as originally drawn, it had been held that the affidavit of the plaintiff himself was necessary; that there was no defence; and that, in consequence of that decision, to meet the case of a corporation, rule 1A had been enacted. The Master of the Rolls was clearly of opinion that the writ could not be said to be specially indorsed, under ord. 3, r. 6, when a sum was claimed, and in the alternative another sum, and he gave leave to the plaintiff to amend his writ and summons by claiming one sum only. He also said he could not understand how an affidavit by the defendant, having regard to the wording of rule 3, which had not been altered, could be dispensed with. In every case he was of opinion that the defendant must make an affidavit saying that he had a good defence on the merits, although the other facts showing what the defence was might be proved by the affidavits of other persons or *aliunde*. He then gave leave to the defendant to put in an affidavit that he had a good defence, and ordered the case to stand over for a week, for the purpose of the amendments and the affidavit to be put in.

**PRACTICE—SEVERAL DEFENDANTS—DELIVERY OF DEFENCES BY SOME OF THE DEFENDANTS—EXTENSION OF TIME BY CONSENT FOR DELIVERY OF THE OTHER DEFENCES—CLOSE OF PLEADINGS—MODE OF COMPELLING PLAINTIFF TO PROCEED—ORDERS OF COURT FOR EXTENSION OF TIME—MOTION TO DISMISS—RULES OF COURT, 1875—ORD. 22, R. 1; ORD. 24, R. 1; ORD. 25; ORD. 29, R. 12; ORD. 34, R. 4, 4A.**—In a case of *Ambrose v. Evelyn*, before the Master of the Rolls on the 9th inst., an important point of practice arose as to the proper mode of dismissing an action or compelling the plaintiff to proceed where there were several defendants, and where, as to those defendants who had delivered their defence, the time for giving notice of trial had expired. The action was one against several defendants to obtain payment of certain commission alleged to have been earned by the plaintiff, and the statement of claim was delivered on the 14th of December, 1878. Three of the defendants delivered their statement of defence on the 21st of February, 1879, and no reply or notice of trial had since been delivered to them. They now moved to dismiss the action for want of prosecution, and alleged that they had made inquiries of the chief clerk and discovered that no order had been made under ord. 22, r. 1, extending the time for the delivery of the other defences. Before moving, the three defendants had not written to the plaintiff's solicitor inquiring in what position the action was and giving him notice of their intention to move. The contention on their part now was that, as no order for the extension of the time for the delivery of the other defences had been made by the court, it must be assumed that the time for their delivery had expired, and, therefore, that under ord. 29, r. 12, the pleadings must be deemed to have been long since closed, and, therefore, that the defendants were entitled to move to dismiss under ord. 36 rr. 4, 4A. In answer to the application the plaintiff's solicitor made an affidavit in which he stated that, of the two other defendants, no statement of claim had

been delivered to one, and as to the other the time for delivering his defence had from time to time been extended by consent, in consequence of his having presented a petition for liquidation which had not yet been disposed of, but would be adjudicated upon on the 21st inst. The time had now been extended until after such date, but it was admitted that no orders had ever been drawn up for such extensions of time. On receipt of the notice of motion the plaintiff's solicitor had written to the moving defendants regretting that no letter had been sent him, as he could have informed them that all the defendants had not yet delivered their defences. The argument for the plaintiff was that the time for delivering a defence could be extended by consent without any order being drawn up for the purpose, and therefore that the "last of the defences," under ord. 24, r. 1, had not yet been delivered, and that the plaintiff's time for replying had not yet expired. The Master of the Rolls said that the point was a difficult one. It was odd that where there were several defendants the plaintiff might give time for the delivery of the defences and an order might be drawn up, and yet the other defendants had no mode of ascertaining whether any such orders had been made, as his chief clerks were not bound to investigate whether any orders had been made, nor did he think their time should be taken up in any such way. The mode adopted under the old practice, when one defendant desired to move to dismiss, was to write to the plaintiff's solicitor and ask him how the suit stood. It was then almost impossible for one of several defendants to tell how the suit progressed without doing so, as a plaintiff might have what were called pocket defendants, and a defendant could not know which of these had been interrogated. It was generally understood that in such a case the plaintiff was bound to give the required information, and the defendant would then know what to do. Under the present practice he considered the above also the right course, and that it was defendant's duty, where the plaintiff was out of time as regarded him, and he desired to move to dismiss, to write to the plaintiff's solicitor and ask him how the action stood, whether he was going to proceed, and on getting an answer to such letter he would be in a position to see what course to take. In his opinion it was absurd to suppose that in every case where the time for doing any act was extended by consent, it was necessary that an order of the court should be drawn up for that purpose, and any such rule would only lead to perfectly unnecessary costs. In the present case the plaintiff had extended the time for the delivery of one defence by consent, and this he considered him entitled to do, and, therefore, the pleadings were not yet closed and his time for replying had not expired. He should, therefore, make no order on the motion, but, under the circumstances, the costs would be costs in the action.

**PRACTICE—REAL ESTATE—PROCEEDS OF SALE IN COURT—MARRIED WOMAN—PAYMENT OUT TO HUSBAND—ELECTION TO TAKE AS PERSONALITY ON SEPARATE EXAMINATION.**—A case of *In re Robins' Estate*, involving a short point of practice under the Lands Clauses Consolidation Act, was decided by Vice-Chancellor Hall, on the 12th inst. A freehold estate, to which a married woman was absolutely entitled under a will, was taken by a railway company under their compulsory powers, and the purchase-money was paid into court under the provisions of the above Act. Upon the petition of the lady and her husband, for payment out of the fund to the husband, the Vice-Chancellor followed a recent decision of the Master of the Rolls in a case of *Standering v. Hall*, where the fund was the proceeds of a sale by order of the court, and held that the lady might elect, on her separate examination in court, to take the money as personal estate, and that she could consent to its being paid to her husband, without a deed.

**PRACTICE—APPEAL FROM COUNTY COURT—TIME WITHIN WHICH MOTION TO BE MADE—GARNISHEE ORDER—COUNTY COURTS ACT, 1875 (38 & 39 VICT. c. 50), s. 6.**—In the case of *Mason v. The Wirral Highway Board*, which was argued, on the 14th inst., in the Queen's Bench Division, before the Lord Chief Justice and Mellor, J., a rule had been obtained calling on the plaintiff to show cause why a garnishee order, made by the county court judge of Cheshire, should not be set aside. Cause was now shown, and two preliminary objections were taken. It was contended, first, that,

as it appeared upon the face of the rule that it was granted more than eight days after the date upon which the order appealed against was made, the application had been made too late, and was bad. By the 6th section of the County Courts Act, 1875 (38 & 39 Vict. c. 50), the motion must be made within eight days after the order appealed against has been made; and if the court be not sitting, the motion is to be made to a judge at chambers. In the present case application had been made to the court within the eight days to extend the time for moving, and this application had been granted, and the motion was made after the eight days had expired. This, according to the decision in *Tennant v. Rawlings* (L. R. 4 C. P. D. 133), could not be done, as the court has no jurisdiction to enlarge the time for moving in these appeals. The court were of opinion that the question was one which ought to be taken to the Court of Appeal. The Lord Chief Justice was inclined to think that it ought to be possible for the time for moving to be enlarged. Mellor, J., was very doubtful, but the learned judges agreed in the present case to hold that the objection was not a fatal one, so that the point might be taken to the Court of Appeal. The second point was then raised, namely, that even if the motion was made in time, there was no appeal in the present case. The statute only gave an appeal "in any cause, suit, or proceeding" in which there was a "right of appeal"; and there was no right of appeal from a garnishee order by a county court judge. *Coxens v. The Lombard Bank* (L. R. 1 Ex. D. 404) was an authority for the proposition that the County Court Act, 1875, gave no fresh right of appeal, but only a fresh procedure. Under the former practice there was no appeal in interlocutory proceedings (*Carr v. Stringer*, E. B. & E. 123); and there were decisions which showed that there was no appeal by any third parties; the words of the former statute were "either party in any cause," and *Beswick v. Boffey* (9 Ex. 315) and *Fraser v. Fothergill* (14 C. B. 298) decided that under that Act no appeal would lie in interpleader and replieven proceedings. In the present case it was not an appeal "in an action," it was an appeal in an interlocutory proceeding, and therefore would not lie. It was contended on the other side that there was no case in which it had been decided that an appeal from a garnishee order would not lie, whereas there were several in which an appeal had actually been allowed, although this point had apparently never before been raised. The court were of opinion that the objection was fatal to the motion, and that an appeal from a garnishee order by a county court judge would not lie. The words of the Act of 1875 were so similar to those of the former Act that the decisions under the former Act were binding, and although it was to be regretted, they must be followed by this court.

solicitor in 1848, and is a justice of the peace for the city of Winchester.

Mr. CHARLES LOCOCK WEBB, Q.C., has been elected a Bencher of the Middle Temple.

## Societies.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, May 14, Mr. Sidney Smith in the chair, the other directors present being Messrs. Asker (Norwich), Brook, Clabon, Hedger, Price, Rickman, Roscoe, Voley (Chelmsford), and Woolbert (Mr. Eiffe, secretary). A sum of £70 was distributed in grants of assistance, seventeen gentlemen were admitted members of the association, donations of £100 from the president of the Incorporated Law Society (J. Hollams, Esq.), and ten guineas from the treasurer and ancients of New-inn, were announced and acknowledged with the thanks of the board, and other general business was transacted.

### LAW STUDENTS' DEBATING SOCIETY.

The society held its usual weekly meeting on Tuesday evening, the 13th inst., at the Law Institution, Chancery-lane, Mr. W. R. Lloyd Jones in the chair. The question for the debate was, "Is the policy of Sir Bartle Frere in South Africa wise?" Mr. C. E. Barry opened in the affirmative and was followed by Mr. Hemsley also affirmative, and Mr. Green and Mr. Cowdell negative. The discussion was then open, and the following members addressed the meeting on the question:—Mr. Van Sommer, Mr. Royle, Mr. Heppell, and Mr. Ellis, in support of the affirmative, and Mr. E. Williams and Mr. Napier expressed general disapproval of the South African policy. The opener replied and the question was put to the vote, when the majority of votes were given in support of the policy that is being pursued.

### UNITED LAW STUDENTS' SOCIETY.

At the meeting on Wednesday last Mr. R. B. D. Acland brought forward in the affirmative the following motion:—"That this house views with much regret the measures lately adopted in Russia for the repression of Nihilism." Mr. Acland was supported by Messrs. Synott, Owen, and Moyle. Mr. T. Bateman Napier also spoke on the question, which, on being put to the vote, was carried unanimously in the affirmative.

The following is the report of the secretary of this society for the last quarter:—

In laying before you my report for the last quarter, I am pleased to be able to congratulate you on a still further increase of internal prosperity, and a continuance of the useful work which your society has hitherto been engaged in.

Since the commencement of the year 34 new members have been added to your lists, the total being composed as follows:—Barristers, 1; solicitors, 5; bar students, 7; and articled clerks, 21. Twenty meetings of the society have been held, exclusive of the inaugural meeting; of these twenty, thirteen were held at Clement's-inn, and seven at the Law Institution. Of the general subjects discussed at Clement's-inn Hall, I may, perhaps, select the following as having produced especially good discussions:—The expediency of shortening the intervals between general elections; the effect of recent legislation in severing the interest of husband and wife; the injustice of charging the expenses of the Afghan War on the revenues of India; the present policy pursued at the Cape; the nomination of candidates for Parliament by Caucus; and the possibility of land transfer by registration. Your society also recently, upon the motion of one of its members, discussed the advisability of raising the standard of the solicitors' preliminary examination, with the result that the opinion against such a step, contained in the report of the committee appointed by you to consider the subject of legal education, was confirmed.

## Appointments, &c.

Mr. JUSTICE FRY has been elected Vice-President of University College, London.

Mr. EDWARD AELPHUS FREDERICK HAMPTON, of Cirencester, solicitor, has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature.

Mr. RICHARD HENRY HOLLOWAY, solicitor, of Redruth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM NICHOLS MARCY, solicitor, of Bewdley, has been elected Mayor of that Borough for the remainder of the current year, in the room of Mr. R. A. Pardoe, solicitor, who resigned on account of ill-health. Mr. Marcy was admitted a solicitor in 1834, and is clerk of the peace for Worcestershire and clerk to the magistrates for the Cleobury Mortimer Division of Shropshire. This is the third time Mr. Marcy has been elected mayor.

Mr. RICHARD EVANS SPENCER, solicitor and notary (of the firm of Dalton, Spencer, and Corbett), of Cardiff, has been appointed Clerk to the Glamorganshire County Roads Board, in succession to his partner, the late Mr. Thomas Dalton. Mr. Spencer was admitted a solicitor in 1859.

Mr. CHARLES WARNER, solicitor, of Winchester, has been appointed District Auditor for the Poor Law District of Hampshire and Wiltshire. Mr. Warner was admitted a

The seven meetings at the Law Institution have been entirely occupied with legal questions; two essays have been read—one by Mr. T. Eustace Smith on the new Bills of Sale Act, and the other by Mr. W. Shirley Shirley upon the law of negligence. It is proposed, if possible, to continue this system, one essay being read a month, followed by a discussion upon a moot arising out of the subject of the essay. Your committee, however, observes with regret that, while the subjects for debate are most carefully selected, and, so far as they can learn, give general satisfaction, the attendance remains smaller, than, from the size and general vigour of the society, should be expected. Many of the subjects have been keenly discussed, the unwillingness of members to speak, which was alluded to in a former report, being not nearly so apparent; but an average of twenty-three at your ordinary, and thirteen at your legal, meetings cannot be regarded as altogether satisfactory.

The society, in January last, adopted the report of the committee appointed to consider the subject of legal education. The report was subsequently printed, and largely distributed, and has been under the consideration of the different bodies having control in the matter.

The society has also printed a short set of rules relating to the conduct of the library, and a catalogue of the books contained in it. The committee have arranged for a joint debate with the Law Students' Debating Society on the 27th of next month, it being hoped that it may be found possible to continue these inter-debates at least twice a year. The funds of the society are in a flourishing condition.

Having dealt with the general work of the society, I will now refer in detail to the several departments which are attached to it. The legal correspondence department, in the hands of Mr. H. J. Gidney, maintains its reputation as a most useful institution; there are now, I understand, about sixty members and seven sections; the discussions in several of the sections have, I believe, much increased in value, a number of the opinions written showing signs of most earnest care.

In the general correspondence department the secretary (Mr. C. K. Jackson) has circulated during the past quarter a series of questions of very considerable interest; in addition to those I have already singled out as having produced good discussions at Clement's-inn, and which have also been dealt with in this department with the view of familiarizing members with the subjects for debate, I may mention that the contest between free trade and reciprocity, and the assimilation in descent of real and personal property have given rise to interesting differences of opinion.

The library, under Mr. F. B. Moyle's management has very considerably increased in size; it now contains 350 volumes, the leading text books being generally repeated in several copies. The time for retention of books remains fixed at twenty-eight days, each member being allowed to take out two volumes. This department is evidently much appreciated, and in constant requisition by many of our members who are reading for various examinations. Together with the catalogue of books to which I have already referred, a list of those gentlemen who came forward to help us in founding the library has been published.

The secretary of the societies in union (Mr. E. H. Quicke) informs me that the general condition of the societies is highly satisfactory, though in one or two quarters, as must of necessity always be the case, there has been a falling off. It is impossible in such a report as this to do more than refer in the most general terms to that which forms the substance of the separate report of the secretary of this department at the end of each year, but I may notice that the reports of the Birmingham, Bolton, Huddersfield, Liverpool, Norwich, and Nottingham Societies which have appeared in the law papers during the past quarter are without exception causes for congratulation.

Mock trials have been conducted with much success at Bolton and Nottingham; while a joint debate was held last month between the Bradford and Wolverhampton Societies. Your committee have been gratified at the receipt of a proposal from one society that there should be an annual congress of the secretaries of the various societies, a proceeding which may in their opinion lead to substantially good results. The subject selected this year

for the Union Prize is the law of contributory negligence, and I am pleased to hear that the number of essays already received is in excess of those sent in last year.

Turning again to the affairs of your own society, it is only necessary to notice, very shortly, that the annual inaugural meeting on the 22nd of January went off fairly well under the presidency of the Solicitor-General (Sir Hardinge Giffard), supported by Sir Patrick Colquhoun, Q.C., Mr. J. Morgan Howard, Q.C., Mr. H. Montague Cookson, Q.C., Mr. Grinham Keen, Mr. B. G. Lake, and Mr. Chas. Ford.

Before concluding this report I may mention that the number of honours and prizes won by your members has been increased by the awarding of the Inner Temple Common Law Studentship of 100 guineas to Mr. E. Fox; of the Inner Temple Conveyancing Studentship of 100 guineas to Mr. A. Tillotson; while the fourth prize was at the last final examination awarded to Mr. H. Barber, Mr. A. J. Antill obtaining a certificate of honour at the same examination. Mr. T. Bateman Napier also obtained a second class in honours at the first LL.B. Examination at the London University; Mr. P. F. S. Stokes obtaining a similar distinction at the second LL.B.

The Davis Prize has been awarded by the committee to your secretary.

## Legal News.

The daily papers announce as probable the retirement of Mr. Justice Mellor.

On the 13th inst., in the House of Commons, Mr. Mackintosh asked the Lord Advocate whether his attention had been directed to the number of uncertified legal practitioners in Glasgow and other towns in Scotland, and whether he would give orders to have the laws as to admission and annual licence enforced. The Lord Advocate said that, according to the law of Scotland, no man was entitled to practise as an agent without being possessed of certain qualifications. There was a class of persons who gave legal advice on moderate terms, but no penalty attached unless the advice was accompanied by misrepresentations as to the legal character of the parties professing to give the advice.

The recent appointment to the post of Chief Judge of the Supreme Court in Japan of one of the members of the Shanghai Bar has, says a correspondent of the *Times*, evoked the most singular comments among mandarins. The Chief Judge in Japan has under him, by a recent Order in Council her Majesty's Consul at Yokohama as Assistant-Judge. By treaty, consuls in China rank with Taotsai, and the Chinese now say that if her Majesty's Government have so little respect for their own consuls as to put them under the official orders of a lawyer who has been for years the servant in court in China of any criminal or bankrupt who chose to pay for his services, Chinese officials can hardly be blamed for treating consuls with scant ceremony.

The *Central Law Journal* quotes the following remarks uttered by a person called Kearney, at Merced, California: "Wherever there are horse-thieves there are lawyers! Of what good are lawyers and law books? One shyster takes up the book and reads from it; then the other does the same, both citing precedents, and the decisions of some superannuated old pill of the blue ages. Then the judge puts on his spectacles, looks wise, and adjourns the court, locks up the jury, and goes and gets drunk, and renders a decision on the case in about three years. That is law. Look at Switzerland; no lawyers, no courts, and no judges, and Switzerland is a happy and prosperous country."

At a justice of peace court held at Newton-Stewart, on Monday week, the supervisor of excise at Wigton prosecuted a pedlar named Kelly for using three four-wheeled waggons without having paid the carriage duty, or taken out an establishment certificate. It was admitted by the defendant that the waggons in question were used as dwelling-houses, and for the purpose of conveying him and his family from town to town; and the prosecutor contended that as the waggons were used solely for this purpose, and not for their trade, they were liable for the ordinary carriage duty. The defendant urged that he was no more liable for carriage duty than travelling showmen, who always lived in their

waggons, and had never been asked to pay carriage duty. The justices, however, held that they came under the ordinary carriage duty, and fined Kelly in the mitigated penalty of £5, with expenses.

On the 9th inst., at the Warwick Assizes, before Mr. Justice Lush, Frederick Telford, clerk, was charged with forging a document intended to be used as evidence in the county court at Birmingham, and with uttering such document knowing it to be forged. The facts have been previously stated. Mr. Hugo Young, for the defence, submitted that there was no evidence of fraudulent intent, which was necessary to bring the case within 24 & 25 Vict. c. 98, s. 27, under which the indictment was framed; and also that there was no proof that the documents were intended to be "used in evidence" within the meaning of the section, but the judge overruled both objections. It was then urged on behalf of the prisoner that Goodbehere's evidence was uncorroborated and might be inaccurate, and that in all probability the prisoner really believed that he had Goodbehere's authority to put his name to the papers; that the act of the prisoner had defrauded no one, a solicitor's signature to the papers in question being unnecessary; that the act was one which must necessarily be detected at once, and could not have been done with a fraudulent intention. The jury, however, found the prisoner guilty. Mr. Justice Lush said the offence was a serious one, because solicitors' clerks had so many opportunities of preparing legal documents and using them improperly that he must show by his sentence that such conduct could not be treated as a light offence. Taking into consideration that the prisoner had been already in prison for three months, he further sentenced him to three months' imprisonment, with hard labour.

At the Durham Assizes on the 29th ult., before Mr. Justice Manisty, Joseph Mears, accountant, and Richard Swann, canvasser, were charged with obtaining subscriptions from the Malleable Iron Works Company, the Bowesfield Iron Works Company, and other leading firms at Stockton, in November and December last, by falsely representing that they were the authorized agents to collect subscriptions for an association purporting to be called the "Law Reform Association." They were also charged with conspiracy. According to the case for the prosecution, as given in the *Times*, in November last the prisoner Swann (under credentials certified by the prisoner Mears as secretary to the association) called upon the leading firms in Stockton, and solicited in the first instance signatures to a petition for the appointment of a public prosecutor, and then subscriptions to the "Law Reform Association." In each case he produced a printed circular, headed "Law Reform Association," with the names of "Alexander M'Arthur, Esq., M.P. for Leicester; Bernhard Samuelson, Esq., M.P. for Barnsley; Edward Carlisle, Esq. (Messrs. Carlisle, Pitman, & Co.); Bowline, E.C.; Roger Eykyn, Esq. (late M.P. for Windsor), 13, Upper Grosvenor-street, W.; Edmund Kimber, Esq., Queen-street, Cheapside, E.C.; Henry R. Kynaston, Esq. (Messrs. Kynaston & Sons), Gresham-street, E.C.; and John Henry Smallpage, Esq. (Messrs. Smallpage & Son), Maddox-street, W." constituting the committee, "with power to add to their number," and the prisoner Mears, described as "Joseph Mears, Esq.," secretary, with the offices at 20, Brownlow-street, Bedford-row, London, E.C. The circular stated that the association was formed for the purpose of procuring the passage through the Houses of Parliament of several of the most pressing legal reforms of the day. References followed to the action of the press, to petitions from the Stock Exchange and the principal merchants of the city, presented by Mr. Alexander M'Arthur, M.P.; to petitions from Birmingham, Manchester, and surrounding towns, presented by Sir Eardley Wilmot; and other matters, and the whole was wound up by a long list of the "leading influential firms" by whom the petitions had been signed. By means of these representations Swann obtained several subscriptions of one guinea and two guineas from the firms already mentioned. Suspicion, however, were excited, and some of the gentlemen whose names appeared on the list of the committee having been communicated with and repudiated all connection with or knowledge of the existence of the association, the present proceedings were instituted. Mears was apprehended in Camden Town, London, where he was passing under the name of Williams. Swann was apprehended at Peterborough, whither he had decamped from Stockton, and in his portmanteau were found several letters from the

prisoner Mears, who appeared to have managed the office in London, while Swann canvassed in the country. The correspondence tended to show that the association was a mere stalking-horse; that, having been driven from one office to another, the offices at 9, Old Bailey, had been seized for the rent; and that Mears was in such a needy condition he had been obliged to pawn his coat, and expressed his intention to give up the partnership with Swann if the "coin" did not come in more freely. Swann declared he knew nothing about the charge of false pretences; that Mears was the man, and he was only the collector. He then asked the constable what he thought he would get, and subsequently inquired what judges would be at Durham. The offices at 9, Old Bailey, were found to be very small, without any visible connection with the association. Upon Swann were found three letters from Sir Eardley Wilmot, acknowledging receipt of an influentially signed memorial. Mr. Samuelson, M.P., was called, and said he was not aware of the existence of the association. On cross-examination he admitted he approved the objects of the association. He remembered a man—who might have been Swann—calling upon him in 1876 with reference to the appointment of a public prosecutor. He gave the man the card found upon Swann. It bore his town address, so that the prisoner might call upon him. Witness promised him his parliamentary support. The man did not ask him to become a member of the committee. None of the other members of committee were called, and counsel for the defence submitted there was no evidence to go to the jury. After some discussion, the prisoners were acquitted.

## Obituary.

### MR. JOSEPH KILVERT BARTRUM.

Mr. Joseph Kilvert Bartrum, of Bath and Chippenham, died at his residence at the former place on the 4th inst. Mr. Bartrum was born in Bath in 1826. He served his articles with the late Mr. Thomas Batchelor, of Bath, and was admitted a solicitor in 1850. Almost immediately afterwards he went into partnership with Mr. Edward Turner Payne, the present clerk to the city magistrates, and he was formerly solicitor to the Bath Trade Protection Society. After the dissolution of the partnership Mr. Bartrum had branch offices at Trowbridge and Frome, but more recently had practised at Bath and Chippenham. He had an extensive county court practice, and was also frequently engaged at the local licensing meetings, being solicitor to the Bath Licensed Victuallers' Association, and to the Trowbridge Licensed Victuallers' Association. He was also solicitor to the Bath Chamber of Commerce, and had a good private business. He was an active member of the Conservative party in Bath. Mr. Bartrum's death was unexpected, being caused by heart disease, complicated by bronchitis. He was buried at the Locksbrook Cemetery on the 10th inst.

### MR. HENRY FRENCH.

Mr. Henry French, solicitor, clerk of the peace for the borough of Cambridge, died at his residence, St. Andrew's Hill, Cambridge, on the 9th inst., after a somewhat long illness. Mr. French was born in 1830, was admitted a solicitor in 1857, and had ever since practised at Cambridge. During the early part of his professional career he was associated in partnership with Mr. Henry John Whitehead. He took an active part in local and parochial business, having been for several years a member of the Cambridge Board of Guardians. He was also for some time a member of the town council as a representative of St. Andrew's Ward, but retired from the council about ten years ago, on succeeding the late Mr. William Cockerell as clerk of the peace for the borough. Mr. French was a commissioner to administer oaths in the Supreme Court of Judicature, and was formerly solicitor to the Cambridge-shire Association for the Prosecution of Felons.

## THE CRIMINAL CODE.

We continue from page 502, *ante*, the statement by the commissioners of the alterations proposed to be effected in the law by the Code.

Section 207.—The offence of rape is so defined as to include the commission of the offence by the personation of a husband and by false misrepresentations as to the nature of the act. This embodies the effect of certain decisions which, however, are not altogether consistent.

Section 209.—The maximum punishment for an attempt to ravish is raised from two years' imprisonment and hard labour to seven years' penal servitude.

Section 211.—An obvious mistake in the drafting of 38 & 39 Vict. c. 94, s. 4 (carnally knowing children under 13), is corrected.

Section 212.—The offence of killing a child in the act of birth, but unborn, is provided for. At present it appears to be unprovided for; at least, it is not punished by any express enactment.

Section 216.—As the law now stands it is doubtful whether a person who marries a second time during the life of his wife, believing her to be dead, but within seven years of the last occasion on which he saw or heard of her, is guilty of bigamy. The case of *R. v. Gibbons* (12 Cox, 237) decides that he is. The case of *R. v. Moore* (Cox, 544) decides that he is not. Section 216 is framed in accordance with *R. v. Gibbons*.

Sections 218, 219.—These sections differ to some extent from 24 & 25 Vict. c. 100, ss. 53, 54, in the drafting of which there seems to have been some mistake or confusion.

Section 221.—The punishment for the abduction of girls under sixteen is raised from five years' to seven years' penal servitude, the definition of the offence being narrowed to cases in which the object of the abductor is to have carnal knowledge of the girl, or to cause her to be so known.

Section 241.—The maximum punishment for threatening to publish a libel in order to extort money is raised from three years' imprisonment and hard labour to five years' penal servitude.

Sections 244, 245.—The whole of the law as to the things which are the subject of larceny is recast, everything being rendered capable of being stolen except things growing out of the earth of the value of less than 1s., and except game and other wild animals, as to which the law is left as it is.

Section 246.—Theft is so defined as to make a fraudulent conversion, and not an unlawful taking, the gist of the offence. This alteration in the definition involves a variety of alterations in detail which cannot be fully explained in this note. The most important of them is that many offences specially provided for in the Larceny Act fall under the general definition of theft given in the Draft Code.

Section 253.—This section provides that if a husband and wife are living apart from each other, either shall be capable of stealing anything which, by law, is the property of the other. It also provides that any one who assists a wife or husband in carrying off the property of the husband or wife shall be guilty of theft. By the present law, if a man receives from a wife the property of the husband, he is not guilty either of theft or receiving stolen goods unless he commits adultery with the wife.

Sections 265, 266.—There is some slight difference between these sections and 7 Will. 4, and 1 Vict. c. 36, ss. 27 and 29.

Section 263.—Puts stealing in railway stations or from railway carriages on the same footing as stealing from ships or docks.

Section 264.—Provides a special punishment for stealing by picklocks, &c.

Section 269.—Makes it an offence to bring into England or Ireland things stolen abroad.

Section 296.—Punishes extortions by threats to accuse of any crime whatever. The offence is at present confined to extort by threats to accuse of certain specified crimes, as to which see section 295.

Sections 306, 307.—These sections, to some extent, extend the law as to having possession of housebreaking implements by night, and introduce into it some new distinctions (see 24 & 25 Vict. c. 96, s. 58).

Section 309.—This section extends the law as to receiving

stolen goods to the receipt of goods obtained by any indictable offence—*e.g.*, forgery.

Part XXX.—This corresponds to 24 & 25 Vict. c. 98 and the common law of offence of forgery, as to which see section 336. The part is drawn on the principle adopted in the Act of 1861, of enumerating classes of instruments the forgery of which is an offence. The enumeration is more complete than the one given in that Act. Section 331, as to the forgery of contracts, is new; so is section 335, as to the forgery of telegrams. Section 336, which is the equivalent of forgery at common law, gives a maximum punishment of two years' imprisonment and hard labour, in cases in which, at present, hard labour could not be given.

Part XXXI.—Preparations for forgery. This part includes much of what is included in the Forgery Act. The sections referred to have been redrawn, but are not, it is believed, materially altered.

Section 362.—The definition of counterfeit coin is so framed as to include coin filed and then re-milled so as to conceal the filing.

Section 367 (b).—Creates a new offence: preparing metal for coining counterfeit gold or silver.

Section 371 (c).—The same as to foreign coin.

Section 400.—The maximum punishment for the offence of severing hop-birds is reduced from fourteen years' penal servitude to seven.

Section 402.—The maximum punishment for damaging toll-bars is raised from six months' hard labour to two years.

Part XXXV.—Punishes threats, conspiracies, and attempts to commit offences in cases not specially provided for in the earlier part of the code; such conspiracies and attempts are, for the most part, at present common law misdemeanours, punishable by fine and imprisonment. By the provisions of this part they are subjected to a punishment graduated according to the offence intended or attempted to be committed.

## PROCEDURE.

Section 423.—This section gives power to the judges to make subsidiary rules of procedure. Cf. 38 & 39 Vict. c. 77, s. 25.

Section 431.—Abolishes the distinction between felony and misdemeanour. The most important consequence of the abolition of this distinction is that the rules as to arrest without warrant and bail which apply to felony and misdemeanour respectively are not applicable to offences under the code. This is provided for by enacting, in regard to each offence under the code intended to be treated as felony, that offenders shall be liable to be arrested without warrant, and shall be bailable at discretion (see Titles I., IV., *passim*), and by enacting that in all other cases offenders shall be entitled to bail and shall not be arrested without warrant (sec. 433).

Section 434.—This section defines the jurisdiction of the quarter sessions and slightly extends it. In particular, it make burglary triable at quarter sessions, but restricts the sessions to sentences of fourteen years' penal servitude for that offence.

Section 437.—Gives justices power to inquire into a suspected offence and take evidence on oath, although no person may be charged theron.

Section 439.—Directs coroners to send the inquisitions and depositions before a magistrate—see section 506, which provides that accused persons are not to be tried on a coroner's inquisition.

Section 443.—Abolishes the necessity for backing warrants.

Section 458.—Extends the Vexatious Indictments Act to all offences whatever.

Sections 460 and other sections practically abolish the law of venue.

Section 466.—Modifies in some particulars a provision in Mr. Russell Gurney's Act as to taking the deposition of a witness who is ill, or who is discovered to be able to testify after a prisoner is committed.

Section 472.—Modifies some of the details of the present procedure as to bailing persons who are entitled to be bailed, but unable to procure bail at the time of their commitment.

Section 474.—Enables criminal informations to be filed in all cases not punishable by death or penal servitude, as in misdemeanours at present.

Section 475.—Gives power to the High Court to make orders for changing the place of trial.

Sections 477-480.—Contain provisions for enabling special juries to be had in criminal cases.

Part XLII.—Re-casts the law as to indictments.

Section 504.—Gives courts, otherwise competent to try offences, jurisdiction over all offences wherever committed.

Section 506.—Takes away the power of grand juries to present upon their own knowledge, and provides that no one is to be tried on a coroner's inquisition.

Section 507.—Gives the accused person a right to a copy of the indictment.

Section 510.—Abolishes outlawry.

Section 511.—Substitutes a Crown book for the formal record hitherto used.

Section 519.—Adopts for England and Ireland certain provisions as to calling the panel introduced into Ireland by 39 & 40 Vict. c. 78, s. 19.

Section 523.—Renders the accused person a competent witness.

Section 525.—Gives the court power to require the attendance of witnesses.

Section 531.—Abolishes juries *de ventre inspicendo* where pregnancy is pleaded in bar of execution and substitutes a medical examination.

Section 535.—Gives the court power to order a view as in Ireland (39 & 40 Vict. c. 78, s. 11).

Section 536.—Gives power to take a verdict or pass sentence on Sunday.

Section 537.—Gives the Attorney-General power to order a stay of proceedings, and to delegate his power to do so to other counsel.

Part XLIV.—Abolishes proceedings in error in criminal cases, and establishes a new system of appeals and new trials in criminal cases.

Section 547.—Enables costs to be paid in case of all offences under the code, as at present in cases of felony.

Section 549.—Makes accused liable in all cases to be ordered to pay costs, if convicted.

Section 551.—Alters the law as to restitution of property, providing that, except in one specified case, it shall affect the possession only.

## County Courts.

### BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

May 13.—*Still and another v. Charlesworth.*

Measure of Damages.

His HONOUR delivered further judgment in this matter on the question of damages and costs. He said that, in that case, which was an action to recover the sum of £21 11s. 11d. as damages for the refusal of the defendant to accept certain wool which had been sold to him by the plaintiffs, Mr. Watson, at the original hearing, raised the preliminary objection that upon the evidence the plaintiffs had failed to show the existence of a contract which could be the subject of breach. He disposed of that objection on the 25th of March, holding that a contract had been proved which the defendant was bound to perform, and the question then to be decided was, whether there had been a breach by the defendant, and that question depended upon whether the wool when delivered to the defendant answered the description upon the faith of which the defendant had contracted to purchase. The wool had been sold by the plaintiffs, and purchased by the defendant, upon the representation by the plaintiffs that it was a first-class lot of Wiltshire Downs. The defendant had refused to accept the wool upon the single ground that it did not answer that description. Instead of entering into evidence before the court upon that question, the parties agreed to refer the question to the decision of a competent person to be named by the registrar, who was to report his decision to the court, and upon which the court was to act, both parties agreeing to be bound by the decision, the costs of the reference being treated as costs in the cause. The registrar named Mr. John Gurney, of Bradford, wool merchant, as referee, and by an order of court dated the 28th of March, 1879, Mr. Gurney was duly appointed. The wool existed *in specie*, and was deposited in warehouse at Halifax. The referee examined it there, and, on the 7th of April last, reported to the court as follows:—"Having passed every fleece through my hands, I have no hesitation

in saying that the lot is a first-class lot of Wiltshire Downs." Upon the report, the case came again before his Honour on the question of damages. Mr. Watson, on the part of the defendant, insisted that the damages were to be regulated by the market price of wool at Bradford on the 18th of September, 1878, the day on which, as he alleged, the contract was broken, and the referee in answer to the second question, put to him by the order of the court at the defendant's request, had reported as follows:—"That there was a market at Bradford on the 18th of September, 1878, at which such wool could have been sold. It is, however, difficult to say precisely what such price would have been, but to the best of my judgment it would have been 15*jd.* to 16*d.* per pound. In case these values have any bearing on the matter in dispute, I may point out that on Thursday, the 5th of September, 1878, the failure of Messrs. John Eastwood & Sons was announced, and the price of wool in general went steadily downwards for several months." Mr. Watson claimed that the damages should be nominal only, or should not exceed *1d.* per pound, which would amount to £1 17s. In support of this claim, Mr. Watson insisted that the defendant refused to complete the contract on the 18th of September, that on that day the contract was broken, and that the difference in price on that day between the contract price and the market price was established by decisions as the only true and proper measure, and referred to *Brownson v. Nash* (9 B. & C. 145) and *Mayne on Damages*, 3rd ed., 146. Mr. Atkinson, for the plaintiffs, contended that the defendant's refusal to perform the contract was not absolute and complete until the 22nd of November, 1878, and relied upon the correspondence which passed between the parties as showing that the defendant returned the wool upon the ground that, in his opinion, it did not answer the description on the faith of which he bought it, but expressed his willingness to have taken it if it had answered the description. The correspondence had regard to the settlement of that question by reference to third persons to be agreed upon. Names were proposed for that purpose, but no agreement could be come to, and it was not until the 22nd of November, 1878, that the defendant absolutely refused to perform the contract. On that day the defendant wrote: "I am in receipt of yours, and note contents, and beg to say that you can take what steps you think proper. I enclose invoice." His Honour, having gone through the correspondence between the parties, said he thought he should be doing an injustice to the defendant if he were to infer that from the first he intended to refuse performance of the contract on any other ground than that the wool did not answer the description, and that up to the 22nd of November he did not intend to refuse performance although the wool should turn out to answer the description. If the defendant's intention on the 18th of September was to refuse to perform the contract, whether the wool answered the description or not, his Honour thought he should have said so in plain terms, and not have entered into the further correspondence which he thought justified the plaintiffs in believing that the defendant intended to act fairly, and to take the wool and pay for it, if it really answered the description of it given by the plaintiffs, which it had now been shown, and the defendant was bound to admit, it had. Treating, therefore, the 22nd of November as the day on which the contract was first broken, the plaintiffs had the choice of two remedies. First, they might sue the defendant for the invoice price of the wool, trusting to his solvency and consequent ability to pay; or they might retake possession of the wool, sell it, and sue for the difference in price, and expenses, according to *Maclean v. Dunn* (4 Bing. 722), and the other authorities cited and commented on in *Benjamin on Sales*, 653-4, second edition. The course which the plaintiffs took for re-selling was to take the wool out of the possession of the railway company at Bradford, paying their charges for carriage and warehouse rent; remove it to Halifax and sell it there by public auction, having given the defendant notice of their intention to do so. The result was, that the loss on the re-sale, with the auctioneer's expenses, railway charges, and interest on the invoice price, amounted to £21 11s. 11d., the sum claimed by the proceedings. It appeared on the hearing by the evidence of the referee, Mr. Gurney, who was examined by consent of both parties, that on the 22nd of November, 1878, the wool, if offered for sale in Bradford, could have been sold without difficulty at 14*d.* per pound, or a deduction of 2*d.* per pound upon the contract price. His Honour was of opinion that, there being no

necessity to remove the wool to Halifax for sale, there being a market price for it at Bradford, the price that could have been obtained for it at Bradford must regulate the amount of damages, to which would be added the railway charges for rent and warehouse room up to the 22nd of November, 1878, and the whole amounted to the sum of £18 17s., for which sum judgment would be entered for the plaintiffs, with costs, including the costs of the referee, to be paid by the defendant; the costs to be taxed on the higher scale, and to include fees to counsel. His Honour added that the right of the defendant to take what course he might be advised with reference to that judgment would date from that day.

## Legislation of the Week.

### HOUSE OF LORDS.

MAY 8.—BILLS READ A SECOND TIME.

HABITUAL DRUNKARDS—LAND DRAINAGE PROVISIONAL ORDER (BISPHAM.)

BILL IN COMMITTEE.

RAILWAYS AND TELEGRAPHS IN INDIA.

BILLS READ A THIRD TIME.

ELEMENTARY EDUCATION PROVISIONAL ORDER CONFIRMATION (LONDON). METROPOLIS (LITTLE CORAM-STREET, BLOOMSBURY, WELLS-STREET, POPLAR, AND GREAT PETER-STREET, WESTMINSTER) IMPROVEMENT PROVISIONAL ORDERS CONFIRMATION.

MAY 9.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Llandisilio Commissioners, Westgate and Birchington Water, Gosport-street Tramways.

RAILWAYS AND TELEGRAPHS IN INDIA.

MAY 12.—BILLS READ A SECOND TIME.

RACECOURSES (METROPOLIS).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Neath and Brecon Railway, Dublin (South) City Market, London and South-Western and London, Brighton, and South Coast Railway Companies (steam vessels), London, Brighton, and South Coast Railway, London, Brighton, and South Coast and South-Eastern Railway Companies.

MAY 13.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Bath Corporation.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Croesor and Portmadioc Railway, Upper Mersey Navigation, Stuckgown Estate, Portsmouth Water, Tipton Local Board, Manchester Corporation Water.

BILL READ A FIRST TIME.

BILL TO CONSOLIDATE AND AMEND THE LAW WHICH RELATES TO THE SUPPLY OF INTOXICATING DRINKS ON CREDIT (Earl Stanhope).

### HOUSE OF COMMONS.

MAY 8.—BILLS READ A SECOND TIME.

GAS AND WATER PROVISIONAL ORDERS CONFIRMATION. LOCAL GOVERNMENT PROVISIONAL ORDERS (ABERGAVENNY UNION, &c.). LOCAL GOVERNMENT PROVISIONAL ORDERS (ATSGARTH UNION, &c.).

BILL IN COMMITTEE.

ARMY DISCIPLINE AND REGULATION (clauses 10—29).

SUMMARY JURISDICTION (clauses 1—3).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Grantham Borough, Stafford and Uttoxeter Railway.

MARRIAGES CONFIRMATION (HER MAJESTY'S SHIPS).

MAY 9.—BILL IN COMMITTEE.

SUMMARY JURISDICTION (clauses 4—22).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Houghton-le-Spring District Gas, Metropolitan and Metropolitan District Railway Companies.

BILL READ A FIRST TIME.

BILL TO AMEND THE LAW WITH RESPECT TO THE LIABILITY OF MEMBERS OF BANKING AND OTHER JOINT STOCK COMPANIES (Dr. Cameron).

MAY 12.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Bann Navigation, East and West India Dock Company, Maryport District and Harbour.

WEST INDIA LOANS. COURTS OF JUSTICE BUILDING ACTS AMENDMENT. SUPREME COURT OF JUDICATURE ACTS AMENDMENT (OFFICES).

### BILL IN COMMITTEE.

SUMMARY JURISDICTION (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Great Northern Railway, Hundred of Hoo Railway, Liverpool United Tramways and Omnibus Company, Millwall Dock, Severn and Wye Railway and Canal, Severn-bridge Railway Companies.

MAY 13.—BILL IN COMMITTEE.

WEST INDIA LOANS (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Arlecdon and Frizington Water, Great Northern and Great Eastern Railway Companies, Great Southern and Western Railway, London and North-Western Railway New Railways, and St. Bartholomew's Hospital.

MAY 14.—BILL READ A SECOND TIME.

PRIVATE BILL.—Berry's Estate.

## Law Student's Journal.

### INCORPORATED LAW SOCIETY.

#### FINAL EXAMINATION.

A list of those gentlemen who passed the final examination held in April last.

Algarn, E. J.	Jessop, A. L.
Barrett, G. J. T.	Johnson, H.
Bartlett, G. H.	Johnson, S. M.
Bastard, S. R.	Kynder, E.
Bewes, C.	Latham, T.
Blashfield, C. C. W.	Levey, P. S.
Boxall, A. A.	Lewis, S. R.
Brayshaw, T.	Lloyd, E. P.
Brewster, F.	Lloyd, O.
Briggs, E. F.	Lock, F. P.
Brown, T. F.	Lyall, W. H. B., B.A.
Burford, F., B.A.	Macquoid, G. S.
Burgess, E. L.	Medlicott, G. H.
Burman, W. J.	Millington, F. A.
Burton, T.	Morehouse, J. F.
Buttashaw, M. N., Jun.	Mostyn, L. W.
Canning, W.	Mote, J. J.
Chapman, W. H.	Myers, H. H.
Chubb, A. D. T.	Nash, E. H., B.A.
Clegg, J. H.	Needham, R. C.
Cole, F. G.	Palmer, E. T.
Cooper, J. F.	Parker, R. B.
Cooper, R.	Pemberton, P. L.
Cox, E.	Peters, J.
Cranfield, A. E.	Phillips, A. M.
Croke, C. W. L. B.	Phillips, T.
Crosskey, W.	Pritt, A. W., B.A.
Dacre, H.	Redfern, F. A.
Davis, W. E.	Rogers, H. M.
Davies, W.	Salmon, W. J. B.
Day, F. G.	Saul, W.
Daynes, J. W. C.	Saunders, A. R. H., B.A.
Dixon, W. H.	Saville, W. H.
Docker, E.	Sayer, W.
Dodd, C. E. G.	Sayer, W. F.
Donnelly, J.	Slaughter, W. C.
Dovaston, W. D.	Smith, D. Stewart
Dutton, F.	Smith, H. Emes
Edridge, S. G.	Sowton, R. M. B.
Evans, J. M.	Spafford, F., B.A.
Fidler, J. D.	Spink, A.
Fox, E. F.	Steadman, S. F. St. Jermain
Garland, H.	Steele, A. J.
Hales, F. R.	Swan, C. M. H.
Hall, T. H., M.A.	Swift, A.
Hampson, J. T.	Symonds, E.
Handley, H., B.A.	Tait, M. C.
Harris, J. H.	Tophane, R. H.
Hastie, A. H.	Turner, F. G.
Hazard, W. H.	Tweedale, F. N.
Helmore, W. R.	Umplyby, J. B.
Hill, C. W., B.A.	Webb, P. H.
Holmes, S.	White, R. W.
Houchen, J., Jun.	Whitfield, E. E.
Hunter, F. T.	Williamson, F. A., M.A.
James, J. T.	Winter, R. H.
Jesson, T.	Wood, F., B.A.

## Court Papers.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, May . . . 19	Mr. Pemberton	Mr. Koe	Mr. Morivale
Tuesday . . . . 20	Ward	Clowes	King
Wednesday . . . 21	Pemberton	Koe	Morivale
Thursday . . . . 22	Ward	Clowes	King
Friday . . . . 23	Pemberton	Koe	Morivale
Saturday . . . . 24	Ward	Clowes	King

  

V. C. BACON.	V. C. HALL.	MR. JUSTICE	F.R.
Monday, May . . . 19	Mr. Cobbe	Mr. Teesdale	Mr. Leach
Tuesday . . . . 20	Jackson	Farrer	Latham
Wednesday . . . 21	Cobbe	Teesdale	Leach
Thursday . . . . 22	Jackson	Farrer	Latham
Friday . . . . 23	Cobbe	Teesdale	Leach
Saturday . . . . 24	Jackson	Farrer	Latham

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

## ORDER OF COURT.

Thursday, the 1st day of May, 1879.

Whereas from the present state of the business before the Master of the Rolls and the Vice-Chancellor Sir James Bacon respectively, it is expedient that a portion of the causes assigned to the Master of the Rolls, and now standing for trial or hearing before his lordship, should be transferred to the court of the Vice-Chancellor Sir James Bacon: Now I, the Right Honorable Hugh MacCalmont Earl Cairns, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the Master of the Rolls to the Vice-Chancellor Sir James Bacon, and taken as causes assigned to the Vice-Chancellor Sir James Bacon and be marked in the cause books accordingly; but no order made by the Master of the Rolls is to be varied or reversed otherwise than by the Court of Appeal. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

## SCHEDULE.

In re Fletcher, decd, Tattersall v Fletcher act for trial 1878 T. 140  
 Chadwick v Chadwick act for trial 1878 C. 324  
 Brown v Jackson act for trial 1878 B. 338  
 De Salomos v Shattock act for trial 1876 D. 4  
 The Duke of Roxburghe v Cox act for trial 1878 R. 154  
 Bishop v Harden act for trial 1877 B. 455  
 In re Baily, decd, Baily v Baily act for trial 1876 B. 93  
 Little v Wood act for trial 1878 L. 303  
 In re Evered, decd, Snelling v Evered act for trial 1877 E. 112  
 Richards v Whitt act for trial 1878 R. 127  
 Dashwood v Jermyn act for trial 1878 D. 141  
 Martin v Howard cause 1859 M. 18  
 In re Whately, decd, Whately v Challenger act for trial 1878 W. 141  
 Fellows v Hanbury act for trial 1878 F. 89  
 Padwick v Thistleton-Wyatt act for trial 1878 P. 4 Padwick v Bircham act for trial 1878 P. 127  
 John v Jones act for trial 1878 J. 87  
 Kidaon v Cox act and motn for judgt 1878 K. 28  
 Mayor, &c, of Bristol v Westcott questions of fact for trial 1878 B. 549  
 Mayor, &c, of Bristol v Westcott act for trial 1878 B. 549  
 In re Ward's Estate, Ward v Sylvester act for trial 1878 W. 156  
 Harris v Ellison act for trial 1878 H. 458  
 Andrew v Davies act for trial 1878 A. 183  
 Ellis v Brook act and motn for judgt 1878 E. 122  
 Collard, Kendall & Co. v Bell & Black, limd act for trial 1879 C. 54  
 White v Fidler act for trial 1878 W. 333  
 Healey v Healey act for trial 1879 H. 136  
 Ponsonby v Longbourne act for trial 1878 P. 185

In re Bridges, decd, Udal v Bridges act and dem 1879 B. 10

Berry v Wright act for trial 1878 B. 610

Wilson v Munnoch act for trial 1878 W. 65

CAIRNS, C.

None of the causes in the above schedule are to be placed in the paper for hearing before Tuesday, the 20th inst., unless by consent. R. H. LEACH, Registrar.

## SALES OF THE ENSUING WEEK.

May 19.—Mr. GEORGE A. BICKERTON, at the Mart, at 1 a.m., freehold properties (see advertisement, this week, page 6).

May 20.—MESSRS. DRIVER &amp; CO., at the Mart, at 2 p.m., freehold properties (see advertisement, this week, page 6).

May 21.—MESSRS. EDWIN FOX &amp; BOUSFIELD, at the Mart, at 2 p.m., freehold and leasehold properties (see advertisement, May 10, page 5).

May 21.—Mr. F. STATHAM HOBSON, at the Mart, freehold properties (see advertisement, May 3, page 6).

May 23.—MESSRS. HEAPS &amp; SON, at the Mart, at 1 p.m., freehold property (see advertisement, May 10, page 6).

May 23.—MESSRS. PATERSON KER &amp; CO., at the Mart, at 1 p.m., policies of assurance (see advertisement, this week, page 6).

## PUBLIC COMPANIES.

May 15, 1879.

## GOVERNMENT FUNDS.

3 per Cent. Consols, '98	Annuities, April, '85, 92
Ditto for Account, May 6, '98	Do. (Red Sea T.) Aug. 1908
Do. 3 per Cent. Reduced, '92	Ex Bills, £1000, 2½ per Ct. 17 pm.
New 3 per Cent., '98	Ditto, £500, Do, 17 pm.
Do. 3½ per Cent., Jan. '94	Do. 100 & £200, 17 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 258 xd
Do. 2½ per Cent. for Account.	Ditto for Account.

## INDIAN GOVERNMENT SECURITIES.

Ind. Etk., 5 per Cent., July, '80, 1032	Eng. Pr. 5½ per Cent., May, '81
Ditto for Account, —	Ditto Debentures, 4 per Cent., April, '64
Ditto 4 per Cent., Oct. '88, 101½	Do. Do, 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enforced Pr., 4 per Cent.	Ditto, ditto, under £1000
2nd Eng. Pr., 5 per C., Jan. '72	

## RAILWAY STOCK.

Railways.	Paid. Closing Price.
Stock Bristol and Exeter	100
Stock Caledonian	100
Stock Glasgow and South-Western	100
Stock Great Eastern Ordinary Stock	100
Stock Great Northern	100
Stock Do., A Stock*	100
Stock Great Southern and Western of Ireland	100
Stock Great Western—Original	100
Stock Lancashire and Yorkshire	100
Stock London, Brighton, and South Coast	100
Stock London, Chatham, and Dover	100
Stock London and North-Western	100
Stock London and South-Western	100
Stock Manchester, Sheffield, and Lincoln	100
Stock Metropolitan	100
Stock Do., District	100
Stock Midland	100
Stock North British	100
Stock North Eastern	100
Stock North London	100
Stock North Staffordshire	100
Stock South Devon	100
Stock South-Eastern	100

\* A receives no dividend until 6 per cent. has been paid to B.

NEW ZEALAND AGRICULTURAL COMPANY LIMITED.—This company has been established with the object of acquiring large blocks of land in New Zealand, with the intention of selling them in smaller portions for agricultural and building purposes. The directors announce a further offer of shares to the public, more than half the nominal capital of £1,000,000 having been already taken up by nearly two hundred subscribers. As regards the prospects of the company, it is stated that the gentlemen appointed to inspect the property on behalf of the purchasers report

that the price paid is in all respects satisfactory. It is the intention of the company to offer special facilities, in the form of easy terms of payment, &c., to farmers and others, for purchasing plots of land for building and agricultural purposes, by which means the land remaining in the company's possession will be greatly enhanced in value; thus a great part of the purchase-money will be met, and a considerable amount of capital be extinguished.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

ASHTON.—May 8, at 84, King Henry's-road, S. Hampstead, the wife of J. Ashton, barrister-at-law, of a daughter.

MORTEN.—May 11, at the Elms, Hampton, the wife of Edward Morten, barrister-at-law, of a son.

PARIS.—May 9, at Clarence Villa, Avenue, Southampton, the wife of Alexander Paris, solicitor, of a son.

#### MARRIAGE.

FORD—GEORGE.—May 6, at St. Andrew's, Clewer, F. Wilbraham Randle Ford, solicitor, Windsor, to Anna Maria, daughter of the late T. George, of the Lime, Clewer.

#### DEATHS.

ATTWATER.—May 2, at Fern Lee, St. John's-road, Brixton, S.W., Charles Attwater, solicitor, aged 31.

HINDLE.—April 28, at Woolton Park, John Hindle, solicitor, aged 76.

PEAKE.—May 7, at 39, Cambridge-road, Brighton, Hugh Budgen Peake, of the Middle Temple, barrister-at-law, aged 75.

PIKE.—May 8, at 26, Old Burlington-street, John Pike, aged 73.

STREET.—Mar. 18, at Sydney, New South Wales, John Widgery Street, solicitor, late of Taunton, Somersetshire, aged 59.

### LONDON GAZETTES.

#### Winding up of Joint Stock Companies.

##### LIMITED IN CHANCERY.

FRIDAY, May 9, 1879.

Hooker's Cream Milk Company, Limited.—Creditors are required on or before July 1 to send their names and addresses, and the particulars of their debts and claims, to James Beecham Coulson, Corn market, Derby. Tuesday, July 8 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Railway and Public Works Contract Company, Limited.—Petition for winding up, presented May 8, directed to be heard before the M.R. on May 17. Davis and Co., Coleman st., petitioners in person

##### UNLIMITED IN CHANCERY.

Bolton Benefit Loan Society.—Petition for winding up, presented May 8, directed to be heard before the M.R. on May 17. Hamlin and Grammer, Staple Inn, agents for Dowling and Urry, Bolton, solicitors for the petitioners

##### COUNTY PALATINE OF LANCASTER.

Bold Colliery Company, Limited.—The Vice-Chancellor has fixed May 19 at 10, at the office of the District Registrar, Municipal buildings, Dale st., Liverpool, for the appointment of an official liquidator. Hibbitt Coal and Cannel Company, Limited.—By an order made by the V.C., dated May 1, it was ordered that the voluntary winding up of the company be continued. Edelston, Preston, agent for Darlington and Sons, Wigan, solicitors for the petitioners

Preston Livery and Carriage Company, Limited.—By an order of the V.C., dated Apr 29, it was ordered that the company be wound up, and that Edward Davies Hindle be continued as provisional official liquidator until the appointment of an official liquidator. Thompson, Preston, solicitor for the petitioners

##### LIMITED IN CHANCERY.

TUESDAY, May 13, 1879.

Central Van Lead Mining Company, Limited.—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims to David Gibson, Liverpool. Friday, June 27, at 11, is appointed for hearing and adjudicating upon the debts and claims.

General Works Company, Limited.—V.C. Bacon has, by an order dated Apr 10, appointed Frederick William Sell, George st., Mansion House, to be official liquidator

George Miller and Company, Limited.—The M.R. has, by an order dated Feb 29, appointed Robert Richards, Sunderland, and David Carruthers, Newcastle-on-Tyne, to be official liquidators

South Kensington Dairy Company, Limited.—By an order made by the M.R., dated May 2, it was ordered that the above company be wound up. Champion and Co., Ironmonger lane, solicitors for the petitioners

Wrexham Brewery Company, Limited.—The M.R. has, by an order dated Mar 12, appointed Charles Chatteris, Queen Victoria st., and Joseph John Saffery, Old Jewry chambers, to be official liquidators

##### UNLIMITED IN CHANCERY.

TUESDAY, May 13, 1879.

Cornwall Minerals Railway Company.—Creditors are required on or before July 1, to send to Robert Arthur Read, Victoria chambers,

Westminster. Every creditor holding any security is to produce the same before V.C. Hall, at 14, Chancery-lane, on July 11 at 3

##### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

TUESDAY, May 13, 1879.

Dalefield Cotton Spinning and Manufacturing Company, Limited.—By an order made by the V.C. dated May 6, it was ordered that the above company be wound up. Houghton and Myers, Preston, agents for Radcliffe, Blackburn, solicitors for the petitioners Preston Livery and Carriage Company, Limited.—The V.C. has fixed May 21 at 11 at 13, Winckley st, Preston, for the appointment of an official liquidator

##### UNLIMITED IN CHANCERY.

TUESDAY, May 13, 1879.

Bolton New Loan Society.—Petition for winding up presented May 1, directed to be heard before the V.C. on May 26. Bailey and Read, Bolton, solicitors for the petitioner

##### Friendly Societies Dissolved.

TUESDAY, May 13, 1879.

Tanbridge Wells Provident Life Assurance Society, White Bear Inn, Tanbridge Wells. May 5

##### Creditors under Estates in Chancery.

##### Last Day of Proof.

FRIDAY, May 9, 1879.

Bolton, David, Clifton, Bristol. June 9. Bagshawe v Brown. M.R. Joseph Brown, Birmingham

Charnock, Jonathan, Halifax, Contractor. June 13. Charnock v Horsfall. V.C. Masina, Emmet, Halifax

Clements, Dalston, Rector of Warleggan, Cornwall. June 9. Coode v Coode, M.R. Kingdon, Bedford row

Mervin, Richard Peter, Putney, Surrey, Gentleman. June 9. Mervin v Crossman. V.C. Hall. Shum and Co, Theobald's road, Gray's Inn

Moule, William, Sydenham, Kent. June 9. Coulbro v Moule. V.C. Hall. Hawley, Old Jewry

Nevard, William, Great Baxted, Essex, Farmer. May 29. Nevard v Nevard. V.C. Bacon, Beaumont, Chancery lane

Tomlyn, William, Wrotham, Kent, Builder. June 6. Tomlyn v Tomlyn. M.R. Stenning, Maidstone

TUESDAY, May 13, 1879.

Collingbourne, James Stapleton, Wandsworth, Pawnbroker. June 10. Sims v. Collingbourne, V.C. Hall. Jourdain, Ludgate hill

Fanning, Maria Susanna Matilda, Royal crescent, Bath. June 9. Cumberland v. Cumberland. M.R. Ford, South sq. Gray's Inn

Lavender, Ann, Sonnerash, Hunts. June 5. Porter v. Finnock, Fry, J. Jersey, Furnival's Inn, Holborn

Lloyd, John Davies, Athyrodyn, Cardigan, Gent. June 10. Thomas v. Morgan, Fry, J. Barker, Carmarthen

Roberts, Thomas, Bensham, Durham, Solicitor's Clerk. June 16. Batey v. Roberts, V.C. Hall. Leggo and Denison, Newcastle-on-Tyne

Smith, Christian, Tamerton Foliot, Devon. June 14. Dunlop v. Webster, Fry, J. Cooke, Bristol

Underhill, George, Bliana, Monmouth. June 10. Underhill v. Underhill. V.C. Hall. James, Merthyr Tydfil

Williams, Henry, Milford, Pembrokeshire, Timber Merchant. June 10. Price v. Mathias, V.C. Bacon. John, Haverfordwest

##### Creditors under 22 & 23 Vict. cap. 33.

##### Last Day of Claim.

TUESDAY, Apr. 29, 1879.

Bellamy, William, Much Fawley, Hereford, Farmer. June 1. William Alfred Bellamy, Fawley Court, near Ross

Bingham, Elizabeth, Eckington, Derby. June 24. Alderson and Co, Eckington

Buckle, John Frederick, Throckmorton, Worcester, Farmer. June 10. Hudson, Pershore

Carine, George, Newcastle-on-Tyne, Gent. Aug 1. Joel, Newcastle-on-Tyne

Castell, William Salter, Putney, Surrey, Gent. May 31. Ellis and Ellis, Spring gardens

Davies, Mary, Kingston, Hereford. June 12. Bodenham and Co, Kingston

Davies, Richard, Woodseaves, Salop, Farmer. May 21. Pearson, The Hermitage, Market Drayton

Dunn, John, Bromley, Kent, upholsterer. May 20. Margaret Agnes Dunn, West st, Bromley

Fisher, Frederick Fitzheriby, Canons road, Holloway, Gent. June 3. Dale, Furnival's Inn

Foster, Mary, Lower Wortley, Leeds. June 1. Barker, Leeds

Gardner, Joseph, Lyons Hall, Hereford, Gent. June 12. Bodenham and Co, Kingston

Graham, Benjamin, Moldgreen, Huddersfield, Builder. June 30. Ramsden and Sykes, Huddersfield

Hodgkin, Joanna Austen, Tunbridge Wells, Kent. June 2. Horwood and Co, John st, Bedford row

Hodgson, Elizabeth, Thurcaston, Leicester. May 24. Miles, Leicester

Hulse, Dorothy, Burton-on-the-Wolds. June 1. Woolley and Co, Loughborough

Lauder, Henry Wallace, Brentwood, Essex, Drug Grinder. June 7. Chamberlain, Finsbury square

Leon, Philip, Lancaster gate, Hyde park, Stock Jobber. June 2. Coborn and Young, Leadenhall st

Lowson, Mary, Durham. May 15. Marshall, Durham

Mapleton, Henry, Exeter, M.D. May 31. Briggs and Co, Lincoln's Inn fields

Medhurst, Bess, Lewes, Sussex, Millwright. June 1. Hillman Lewes

Newton, John, Cropwell Butler, Nottingham, Farmer. June 18. Parsons and Bird, Nottingham

Page, Thomas, Queniborough, Leicester, Esq. June 24. Woolley and Co, Loughborough

Rathbone, Alfred Harry, Junction road, Upper Holloway, Solicitor. May 31. Horwood, John st, Bedford row

Reimers, Hannah, Kingston-upon-Hull. June 2. Wilson and Son, Hull

Rix, Thomas, Lewisham, Gent. June 7. Edwards, Old Jewry

Robertshaw, Samuel, Farnley, Leeds, Mineral Viewer. June 1. Barker, Leeds

Shipperdson, Rev Edmund Hector, The Hermitage, Chester-le-street, Durham, Clerk. May 31. Hoyle and Co, Newcastle-on-Tyne

Sparrow, Letitia Winifred, Flax Bourton, Somerset. June 25. Fry and Co, Bristol

Suckrelladen, Hayman, Birmingham, Wholesale Jeweller. May 28. Hodges and Haigh, Birmingham

Tate, George, Alnmouth, Northumberland, Innkeeper. May 21. Foster and Paynter, Alnwick

West, Clara, Wallington, Surrey. May 31. Rowland, Croydon

White, Charlotte, Romford, Essex. May 31. Bonner and Calthrop, Spalding

Whitehead, Clara Ann, Forest road, Dalston. June 1. Vanderpump. Gray's inn square

**FRIDAY, May 2, 1879.**

Anderson, Sisterson, Tynemouth, Northumberland, Mason. July 1. Watson and Dendy, Newcastle-upon-Tyne

Bailey, Mary Ann, Aldham, Essex. June 1. Pope and Co, Trinity st

Bertram, Alexander Lindsay, Newcastle-upon-Tyne, Provision Merchant. June 3. Watson and Dendy, Newcastle upon Tyne

Bowis, Robert, Boston, Lincoln, Gent. May 16. Bassett, Wainfleet

Brain, William, Queen's rd, Dalston, Gent. June 21. Morris, Wrexham

Chamberlain, Peter, Wallington, Southampton, Baker. June 2. Domithorne, Fareham

Chapman, Thomas Henry, Preston, nr Brighton, Gent. June 24. Stevens and Son, Brighton

Drew, Mary Proctor, Blackheath, Kent. June 24. Vandercom and Co, Bush lane

Edney, William, Albert Villa, Finchley rd, Gent. May 31. Futvoye and Co, John st, Bedford row

Evans, Benjamin, Newport, Monmouth, Innkeeper. June 14. Fox, Newport

Goodhal, Thomas Walter, Woodhouse, Leeds, Oil Merchant. June 7. Rider, Leeds

Gould, Mary Anne, Blandford Forum, Dorset, Dealer in Game. June 2. Smith, Blandford

Jones, Ann Marie, Cheltenham. June 2. Pruen, Cheltenham

Jones, Samuel Hugh, Swansea, Commercial Traveller. May 13. Morecroft and Winstanley, Liverpool

Jones, William, Tunbridge Wells, Kent, Wax Chandler. June 5. Clinton and Haines, Serjeant's inn, Fleet st

Marriott, Robert, Lawn Cottage, Shepherd's Bush, Esq. June 14. Brooks and Co, Godlimon st, Doctors' commons

Martin, Elizabeth Anna, Morefield, Cardigan. May 31. Jenkins and Evans, Cardigan

Mansell, Rev Horatio, Bath, Clerk. June 16. Wood, North bldgs, London

Muddock, Henry Gregson, Sussex rd, Holloway, Gent. June 16. Pearce and Co, Southampton

Penson, George, Connaught place, Hyde park, Esq. June 7. Tilard Clement's lane

Phillips, Zacariah, Birchmoor, Bedford, Farmer. July 1. Watson and Son, Aylesbury

Pole, Edward, Togham, Surrey, a General in HM's Army. June 9. Longbourne, Lincoln's inn fields

Rawson, Mary, Haberingham Eaves, Lancaster, Inn keeper. May 27. Baldwin and Procter, Burnley

Robinson, Nancy, Oxford House, Ealing. June 30. Rye and Eyre, Golden sq

Rooke, John, son, Brighton, Stonemason. June 24. Stevens and Son, Brighton

Salter, Thomas Upham, Heavitree, Devon, Gent. May 31. Tozer and Geare, Exeter

Scott, John, Dalston lane, Hackney, Gent. June 24. Edell, King st, Cheapside

Sherwood, William, Leavesden, Hertford, Farmer. June 13. Rowell, Rickmansworth

Spink, Joseph, Manningham, York, Gent. July 31. Wood and Co, Bradford

Steer, George John, Threadneedle st, Stock Broker. June 4. Denby, Frederick place, Old Jewry

Stoker, Rasmund, Newcastle-upon-Tyne. July 1. Leadbitter and Co, Newcastle-upon-Tyne

Storbeck, John William George, Carlisle, Watchmaker. June 14. Cartmel, Cartmire

Suttee, William Ingham, Newcastle-upon-Tyne, Gent. July 1. Bush Newcastle-upon-Tyne

Taunton, Ursula, Rose Hill terrace, Brighton. June 24. Stevens and Son, Brighton

Taylor, John, Earsdon, Northumberland, Mining Engineer. July 1. Leadbitter and Co, Newcastle-upon-Tyne

Teed, Charles, College hill, London, Wholesale Grocer. July 1. Whites and Co, Budge row, Cannon st

Wagner, Thomas Richard Pryce, Manorside, Cardigan, Esq. May 31. Jenkins and Evans, Cardigan

Walker, John, Barlow, Derby, Innkeeper. July 2. Jones and Middleton, Chesterfield

Warin, James, Blackman st, Southwark, Chemist. July 2. Edwin, Blackman st, Southwark

Watkinson, John, Gainsborough, Lincoln, Gent. June 28. Hayes and Son, Gainsborough

Way, Betty Stone, Kinson, Dorset. June 1. Lacey and Son, Bournemouth

Westmorland, George, Carlisle, Gent. May 17. Saul, Carlisle

Wheeler, William Sidney, the Lawn, Brixton Hill, Esq. June 24. Fraser, Soho sq

White, Elizabeth, Gloucester place, Portman sq. July 1. Collyer-Bristow and Co, Bedford row

**TUESDAY, May 6, 1879.**

Adams, Charles John, Stockton, Durham, Architect. May 31. Dodds and Co, Stockton-on-Tees

Anderdon, James Hughes, West Pennard, Somerset. May 31. Holman and Bath, Glastonbury

Anyon, Sarah Frances, Old Kent rd. June 24. Merchant and Purvis, George's yard, Lombard st

Arbuthnott, Archibald, Finzels, Hyde park gardens, Esq. June 9. Francis and Co, Austin Friars

Aungie, George, Darlington, Farmer. May 26. Steavenson and Meek, Darlington

Bale, Thomas, Lyncombe Hill, Bath, Gent. July 10. Gwynn and Co, Bristol

Barber, Edward Field, Queen's rd, Peckham, Gent. June 1. Pritchard and Sons, Gracechurch st

Boak, William, Hornsea, York, Grocer. June 2. Eldridge and Stephenson, Hull

Boon, Eliza, Deptford, Kent. June 3. Hogan and Hughes, Martin's lane

Bradford, Edward William, Laurence Pountney lane, Timber Merchant. June 3. Hogan and Hughes, Martin's lane

Brooks, Ann, Steeple Aston, Oxford. June 24. Heming, Banbury

Carr, John, Barrow, Northumberland, Retired Barber. June 17. Charters and Co, Newcastle-on-Tyne

Chapman, Elizabeth, Clifton, Bristol. June 30. Fussell and Co, Bristol

Crick, Thomas, Great Glen, Leicester, Esq. July 8. Ingram and Moore, Leicester

Dashwood, George, Broadlands, Isle of Wight, Coachmaker. May 28. Fardell, Ryde

Dipple, Ann, Sassen road, Holloway. June 7. Jukes, Bedford row

Dixon, William, Little Ryde, Northumberland, Farmer. May 31. Midclunes, Alnwick

Downham, Thomas Morris, Birkenhead, Solicitor. June 1. Downham and Forrest, Birkenhead

Edmonds, Hill, Daventry, Northampton, Farmer. June 30. Burton and Willoughby, Daventry

Etherington, Thomas, Easington, Durham, Gent. Aug 2. Wright, Seaham Harbour

Evans, William, Tramtree, Chester, Butcher. June 1. Downham and Forrest, Birkenhead

Forrester, Daniel, Mortimer road, Kingsland, Gent. May 29. Beard and Sons, Basingstoke

Freeboot, Jane, Deptford, Kent. June 16. Lockyer, Deptford

Goldsmith, Sir Francis Henry, St John's Lodge, Regent's park, Bart, M.P. May 31. Waterhouse and Winterbotham, Lincoln's inn

Harriman, William, Newcastle-on-Tyne, Brick Manufacturer. June 16. Richardson, Newcastle-on-Tyne

Harriott, Anna, Margaretta, Arundel gardens, Kensington. June 26 Martineau and Reid, Raymond buildings, Gray's inn

Jennens, Ann, Addison gardens, North, Kensington. June 16. Walker and Co, Southampton st, Bloomsbury

Lingen, Charles, Hereford, M.D. June 24. Bowerman, Gray's inn square

Matham, Thomas, Darlington, Bootmaker. May 29. Steavenson and Meek, Darlington

McLain, James, Alnwick, Northumberland, Farmer. May 31. Middlemas, Alnwick

Morant, William Samuel, Gernheim, Maidenhead, Bucks, Esq. June 2. Janson and Co, Finsbury circus

Moit, Francis Owen Jackson, Brighton. June 5. Phillips and Cheseemore, Hastings

Neate, Stephen, Bishopstone, Wilts, Farmer. June 9. Wilson and Co, Salisbury

Onslow, Richard Foley, Starden, Gloucester, Esq. June 21. Tidd-Pratt and Davies, Kingston

Penny, William Augustus, Ladbrooke grove, Notting hill, Esq. Sept 1. Johnson and Master, Southwark building, Chancery lane

Peveril, William, Smeinton, Nottingham, Gent. June 7. Hunt and Williams, Nottingham

Phipps, William, Lawrence hill, near Bristol, Retired Market Gardener. May 31. Furor, Gray's inn square, London

Roberts, George, The Priory, Kilburn, Gent. June 7. Daxton and Morgan, Somerset st, Portman sq

Sidbottom, Mary, Hollingworth, Chester. June 23. Stevenson and Co, Manchester

Smith, William, Abbott's Langley, Hertford, Farmer. May 10. Day, Hemel Hempstead

Story, Thomas, Newcastle-on-Tyne, Stationer. June 14. Swan and Arnot, Newcastle-on-Tyne

Tasker, John, Sheffield, Gent. Aug 1. Simpson, Sheffield

Treweeks, Richard Carter, St Mary's, Pembrokeshire, Chemist. June 21. Harris, Stone buildings, Lincoln's inn

Walker, Elizabeth, Castleford, York. July 1. Phillips, Castleford

Ward, Thomas Pепloy, Chester. June 7. Brown and Rogers, Chester

White, Elizabeth Jervis, Hereford road, Bayswater. June 16. White, Southampton st, Bloomsbury

Whitaker, William, Oldham, Lancast. Aug 1. Whitaker, Lancaster place, Strand

Woolnough, William, Wenlock st, Hoxton, Sieve Manufacturer. June 3. Shreeve, Hawkesley road, Stoke Newington

**Bankrupts.**

**FRIDAY, May 9, 1879.**

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Campbell, Benjamin, Upper Fore st, Edmonton, Messenger. Pet May 6. Murray. May 23 at 11

Chudley, Samuel, Silver st, Golden sq, Licensed Victualler. Pet May 6. Murray. May 23 at 12

Culverwell, Henry, Fleet lane, Bookbinder. Pet May 6. Murray. May 23 at 11.30

Robinson, Frederick, Bath terrace, Southwark, no occupation. Pet May 5. Pepys. May 21 at 2

## To Surrender in the Country.

Bancroft, Jabez, Skipton, York, Porter Merchant. Pet May 6. Robinson, Bradford, May 28 at 12.30.  
 Harrison, James, Little, York, Tailor. Pet May 2. Robinson, Bradford, May 28 at 12.  
 Lawrence, William Fraser, Nottingham, Milliner. Pet May 6. Speed, Nottingham, May 51 at 10.30.  
 Paterson, James, Hadley green, Builder. Pet May 7. Harris, Barnet, May 20 at 1.  
 Stewart, George, Manchester, Draper. Pet May 5. Lister, Manchester, May 29 at 11.

TUESDAY, May 13, 1879.

## Under the Bankruptcy Act, 1860.

Creditors must forward their proofs of debts to the Registrar.

## To Surrender in London.

Lowe, Alfred Thomas, Elliot's rd, Brixton, out of business. Pet May 8. Hazlitt, May 28 at 12.  
 Regan, William, and Ernest Melville, Cripplegate bridge, Fane st, Ostrich Feather Merchants. Pet May 8. Hazlitt, May 28 at 11.30.  
 Robertson, Charles Oswald, Royal crescent, Notting hill, Builder. Pet May 9. Peto, May 28 at 1.

## To Surrender in the Country.

Ellis, Abraham, New Ferry, Cheshire, Farmer. Pet May 9. Williams, Birkenhead, May 30 at 12.  
 Hall, Miles, Leeds, Cloth Manufacturer. Pet May 7. Marshall, Leeds, June 4 at 11.  
 Horrocks, John, Jun., and Charles Edward Horrocks, Manchester, Cabinet Makers. Pet May 10. Lister, Manchester, May 26 at 9.30.  
 Marin, Francis, Barnsley, Boot Manufacturer. Pet May 9. Bury, Barnsley, May 27 at 4.  
 Seston, Thomas Langford, Padstow, Cornwall, Shipowner. Pet May 10. Chancot, Truro, May 24 at 11.30.  
 Squire, John James, Leeds, Publican. Pet May 7. Marshall, Leeds, June 4 at 11.  
 Tyrrell, Joseph, Spilsby, Lincoln, Fishmonger. Pet May 8. Staniland, Boston, May 29 at 1.  
 Whittle, Charles Banton, Poole, Carrier. Pet May 10. Dickinson, Poole, May 24 at 10.  
 Wingate, John Taylor, Plymouth, Provision Dealer. Pet May 9. Edmonds, East Stonehouse, June 4 at 12.

## BANKRUPTCIES ANNULLED.

FRIDAY, May 9, 1879.

Atkinson, Henry, Halton, Lancaster, Farmer. May 6

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, May 9, 1879.

Allen, George, and Henry Preston, New Lenton, Nottingham, Bobbin Carriage Manufacturers. May 23 at 2.30 at offices of Everall and Turner, St Peter's Church walk, Nottingham.  
 Allen, James, Edward Allen, Willm Allen, and John Short Hagan, Ecclesfield, nr Sheffield, Paper Manufacturers. May 20 at 11 at the Cutler's Hall, Church st, Sheffield. Mellor, Sheffield.  
 Alsop, John, Gilling, York, Grocer. May 22 at 12 at offices of Tomlin, Queen's rd, Richmond, York.  
 Annetts, Andrew, Worcester, Grocer. May 22 at 11 at offices of Tree and Son, High st, Worcester.  
 Atkin, James, Wednesfield, Stafford, Farmer. May 23 at 3 at offices of Dallow, Queen sq, Wolverhampton.  
 Austin, Albert, Wells st, Cambrai, Bootmaker. May 22 at 3 at offices of Chapman, Fenchurch st.  
 Ayre, Joseph Albert, Bristol, Fraterer. May 16 at 2 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Clifton, Bristol.  
 Band, William, Alsager, Chester, Bootmaker. May 23 at 2 at the Alsager Arms Hotel, Alsager. Sword, Hanley.  
 Barnett, Morris, Cutler st, Houndsditch, Piece Broker. May 22 at 3 at the Guildhall Coffee House, Gresham st, Finsbury, Old Jewry chambers.  
 Beal, William, Stokenchurch, Oxford, Tailor. May 23 at 3 at offices of Rawson, High st, High Wycombe.  
 Bedford, John, Long Clawson, Leicester, Ale Merchant. May 26 at 12 at offices of Bok, Middle pavement, Nottingham.  
 Bernasconi, Frederick, Black Horse yard, Bathbone place, Packing Case Maker. May 22 at 3 at offices of Cooper, Portman st, Portman sq.  
 Berry, Coates, Morley, York, Tinner. May 21 at 3 at the Commercial Hotel, Albion rd, Leeds. Watts and Son, Batley.  
 Bolden, George, Hackney rd, Assistant to an Oilman. May 23 at 4 at offices of West, Austin Friars.  
 Booth, Thomas, Wickerley, nr Rotherham, Auctioneer. May 20 at 2 at the Minerva Hotel, Kington-upon-Hull. Favell.  
 Bowden, Robert, and Henry Cheshire, Dunstable, Bedford, Builders. May 29 at 12 at the Sugar Loaf Hotel, Dunstable. Benning and Son, Dunstable.  
 Boyes, George Edward, Bradford, Decorator's Assistant. May 20 at 3 at offices of Last, Tyrell st, Bradford.  
 Boyes, Robert, and Joseph Dawson, Bradford, Painters. May 21 at 11 at offices of Peel and Gault, Chapel lane, Bradford.  
 Brady, Henry, Thelwall, Cheshire, Farmer. May 23 at 3 at offices of Dingle and Co, Market place, Warrington.  
 Brown, William, Thomas, Singtonbourn, Painter. May 27 at 11 at offices of Gibson, High st, Singtonbourn.  
 Buckley, George, Fochdale, Clog Iron Manufacturer. May 26 at 3 at offices of Standring, King st, Fochdale.  
 Calcutt, Samuel, Green st, Bethnal Green, Boot and Shoe Manufacturer. May 17 at 11 at offices of Hicks, Victoria Park rd, South Hackney.  
 Callear, John, Willenhall, Stafford, Bootmaker. May 21 at 3 at offices of Tidesley, Walsall st, Willenhall.  
 Calle, Henry, Oxford, Builder. May 20 at 12 at offices of Bickerton, St Michael's Chambers, Ship st, Oxford.  
 Chetham, John, Oswestry, Salop, Innkeeper. May 22 at 11 at offices of Sherratt, Regent st, Wrexham.

Chinn, Alfred, Boroughbridge, Somerset, Farmer. May 21 at 11 at offices of Hayland, Queen st, Bridgwater.  
 Clayton, William Hayes, Chesterfield, Pork Butcher. May 24 at 3 at offices of Gee, High st, Chesterfield.  
 Cleare, Thomas Henry, Virginia row, Bethnal Green, Oilman. May 19 at 3 at the Guildhall Tavern, Gresham st, West, Queen Victoria st.  
 Collins, Joseph, Haughton, Lancaster, Hatter. May 21 at 3 at offices of Brooke, Hammet st, Hyde.  
 Conning, John, Everton, Liverpool, Boot Dealer. May 23 at 2 at offices of Gibson and Co, South John st, Liverpool. Madden, Liverpool.  
 Coupe, James, Leeds, Plumber. May 21 at 11 at offices of Thomas and Co, Britannia buildings, Oxford place, Leeds. Pickering.  
 Davies, John, Great Torrington, Devon, Farmer. May 20 at 12 at offices of Tapley, New st, Great Torrington.  
 Davies, William, Beaumaris, Brecon, Haulier. May 24 at 10 at offices of Browne, Brymbo.  
 Davis, David, and Philip Davis, Noble st, Ostrich Feather Manufacturers. May 30 at 3 at offices of Green, Queen st.  
 Dawson, Mary, Blackburn, Boot Manufacturer. May 21 at 3 at offices of Holland, Northgate, Blackburn.  
 Dobson, Thomas Osborne, Liverpool, Apothecary. May 23 at 3 at offices of Quilliam, Church st, Liverpool.  
 Dodd, James, Southwell, Nottingham, Ironmonger. May 23 at 3 at offices of Kirkland, Southwell.  
 Dodd, John, Jarrow-on-Tyne, Durham, Grocer. May 23 at 3 at offices of Fenwick, Jarrow-on-Tyne.  
 Dove, James, Sittington, Kent, Fishmonger. May 26 at 3 at King's Head Hotel, High st, Rochester. Shakespeare, Badge row, Cannon st, Ely, William, Rowley Regis, Stafford, Publican. May 22 at 11.30 at offices of Homer, High st, Brierley hill.  
 Eillet, William, and Walter Twiss, Glover, Bradford, York, Staff Merchant. May 22 at 4.30 at offices of Taylor and Co, Piccadilly, Bradford.  
 English, Joseph, Tillingham, Essex, General Shop Keeper. May 23 at 12 at offices of Digby and Evans, Silver st, Maldon. Bird.  
 Eyles, Richard, Old Sodbury, Gloucester, Builder. May 19 at 11 at offices of Nicholas, Corn st, Bristol.  
 Firrell, Moses, Sheffield, Draper. May 21 at 12 at offices of Taylor, Norfolk row, Sheffield.  
 Fisher, James, Weston-super-Mare, Fish Salesman. May 22 at 12 at offices of Chapman, Grove road, Weston-super-Mare.  
 Fisher, Samuel, Union court, Old Broad st, St. Swithin's Merchant. May 17 at 3 at Park Hotel, Park Station, Tottenham. Wolverstan and Co, Ironmonger lane.  
 Geary, Thomas, Thornton, Leicester, Farmer. May 24 at 11.30 at 7 Belvoir st, Leicester.  
 Godden, Thomas, Roseland, Eastbourne, Livery Stable Keeper. May 21 at 11 at Gildredge Hotel, Terminus road, Eastbourne. Kirkland and Goldsden, Nathan, Cannon st road, St George's-in-the-East, Tailor. May 27 at 2 at offices of Montagu, Bucklersbury.  
 Grace, Nathaniel, Jesmond, Newcastle-on-Tyne, out of business. June 3 at 3 at Incorporated Law Society, The Arcade, Newcastle-on-Tyne. Dale, South Shields.  
 Green, George, Henbridge, Somerset, Farmer. May 21 at 11.30 at offices of Davies, The Abbey, Sherborne.  
 Hamaton, Thomas, Ickenham, Middlesex, Farmer. May 21 at 3 at offices of Woolf and Co, High st, Uxbridge.  
 Hardman, Christopher, and Peter Holt, Hardman, Crostons, Elton-within-Bury, Lancaster, Builders. May 27 at 2.30 at Queen's Hotel, Market st, Bury. Watson, Bury.  
 Hart, Joel Moss, Foss st, Manufacturer. May 26 at 3 at offices of Browne, Cheapside, Green, Queen st.  
 Harvey, Thomas, Felthorpe, Norfolk, Farmer. May 21 at 3 at offices of Sadd and Linay, Theatre st, Norwich.  
 Hempel, Arthur Charles, Hart st, Bloomsbury, Dentist. May 23 at 3 at offices of Abrashams, Bedford row.  
 Hillier, George, Great College st, Camden town, Bootmaker. May 20 at 3 at offices of Bryden, Bennett's hill, Doctors' commons.  
 Holt, Anna Maria, Redland, Bristol, Boot and Shoe Dealer. June 6 at 3 at offices of Roberts, All Saints court, Bristol.  
 Holt, Samuel, Sutton Coldfield, Warwick, Refreshment-house Keeper. May 20 at 3 at offices of Jaques, Cherry st, Birmingham.  
 Hood, Samuel, Ilkley, York, out of business. May 21 at 11 at offices of Rawson and Co, Piccadilly, Bradford.  
 Hostier, Thomas, James st, Cannon st, Coal and Coke Merchant. May 26 at 2 at offices of Barber, Old Jewry.  
 Jaggard, Arthur James, Lechlade, Gloucester, Carpenter. May 23 at 11 at New Inn Hotel, Lechlade. Wilmot, Fairford.  
 Kilbourn, John, Walsall, Stafford, Coal Dealer. May 29 at 11 at offices of Loxton, Post office chambers, The Bridge, Walsall.  
 Kirton, Matthew, Skirbeck Quarier, Lincoln, Cowkeeper. May 22 at 11 at offices of Dyer, Church lane, Boston.  
 Kohn, Solomon, Birmingham, Precious Stone Dealer. May 21 at 2.30 at offices of Barber, Colmore row, Birmingham.  
 Kruger, John Robert, Liverpool, Shipbroker. May 24 at 11 at offices of Sherwin and Dean, Lord st, Liverpool.  
 Lake, John William, Featherstone, York, Maltster. May 20 at 3 at offices of Ashworth, Corn Exchange buildings, Leeds.  
 Lane, Fanny Henrietta Katherine, Harley st, Cavendish square, Boarding-house Keeper. May 19 at 3 at offices of Lamb, Bedford row.  
 Latham, John, West Bromwich, Grocer. May 22 at 11 at offices of Toplin, High st, West Bromwich.  
 Leake, Samuel, Shadfield, Plumber. May 20 at 3 at offices of Machen, Bank st, Sheffield.  
 Lee, John Richard, Thornbury, York, Grocer. May 26 at 12 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford.  
 Lovell, Nathaniel, Liverpool, Umbrella Manufacturer. May 21 at 3 at offices of Lupton, Harrington st, Liverpool.  
 Lynn, John, Strangeawes, Manchester, Painter. May 22 at 3 at offices of Minor, Brown st, Manchester.  
 Marshall, Robert, Newcastle-upon-Tyne, Draper. May 23 at 11 at offices of Aydon, St John's chambers, Granger at West, Newcastle-upon-Tyne.  
 Martin, William, Middlesborough, Painter. May 23 at 12 at offices of Jackson and Jackson, Albert rd, Middlesborough.

Matthews, Henry, Buckingham Palace rd, of no occupation. May 19 at 2 at offices of Barker, Union ct, Old Broad st  
 Mills, Simon John, Great Yarmouth. Watchmaker. May 23 at 11 at offices of Cow, South Quay, Great Yarmouth  
 Milner George, High Wycombe, Varnish Manufacturer. May 26 at 1 at the Inns of Court Hotel, Holborn. Parker and Son, High Wycombe  
 Milton, John, Cardiff, Builder. May 26 at 11 at the Cardiff Arms Hotel, Cardiff. Reese, Cardiff  
 Moorman, Henry, Buckland Dinham, Somerset, Carpenter. May 21 at 1 at offices of Hornsey, Market pl, Frome. McCarthy, Frome  
 Moule, John George, Peterborough, Boot Dealer. May 25 at 1 at offices of Cox and Palmer, Halford st, Leicester. Gaches, Peterborough  
 Neal, Albert, Birmingham, Stamper. May 19 at 12 at offices of Ladbury, Newhall st, Birmingham  
 Neems, Daniel, St Woollos, Monmouth, Farmer. May 24 at 12 at offices of Lloyd, Park Chambers, Newport  
 Nevill, Joseph, Abergavenny, Architect. May 22 at 10.30 at offices of Sayce, Lion st, Abergavenny  
 Newman, John William, Trowe, Norwich, Cattle Dealer. May 21 at 12 at offices of Baldrey, Toll's ct, Briggs st, Norwich  
 Nicholson, Isaac, Lower Marlowes, Herford, Fancy Goods Dealer. May 23 at 12 at offices of Lovell and Co, Gray's Inn sq. Bullock Oakley, John, Hanley, Stafford, Coal Merchant. May 19 at 10 at offices of Bishop, Bank Chambers, Hanley  
 Payne, Edward, Waterloov rd, Lambeth, Coffee shop Keeper. May 19 at 10 at offices of Goat, Westminster Bridge rd, Lambeth Payne, William, Birmingham, Chair Maker. May 22 at 10.15 at offices of East, Temple st, Birmingham  
 Pearson, Luke, Troy Town, Rochester, Sailmaker. May 20 at 11 at offices of Wood and McLellan, High st, Rochester  
 Pemberton, James, Blackpool, Builder. May 28 at 11 at offices of Richardson and Marshall, Wood st, Bolton  
 Pilkington, William, Warrington, Shopkeeper. May 23 at 3 at offices of Quelch, Sir Thomas' buildings, Liverpool  
 Powell, Charles, Coventry, Carriage Builder. May 19 at 12 at the Craven Arms Hotel, Coventry, Nease  
 Pugl, Joseph, Stourbridge, Worcester, Tobacco-ist. May 22 at 12 at offices of Collic, Market st, Stourbridge  
 Quin, Patrick, Newcastle-upon-Tyne, Draper. May 21 at 3 at offices of Charlies and Co, Grainger st West, Newcastle-upon-Tyne  
 Rathbone, John James, Monkwearmouth, Durham, Draper. May 23 at 2 at the Traders' Association, Grainger st West, Newcastle-upon-Tyne  
 Rayment, Edward, Birmingham, Greaser. May 22 at 2 at the Queen's Hotel, Stephenson pl, Birmingham, Ryland and Co  
 Redburn, George Henry, Liverpool, out of business. May 20 at 3 at offices of Quelch, Sir Thomas' buildings, Liverpool  
 Reed, Charles Frederick, Dovorport, Boot and Shoe Maker. May 22 at 11 at offices of Vaughan, St. Asaph st, Devonport  
 Reed, John, Sunderland, Painter. May 23 at 11 at offices of Marshall, John st, Sunderland  
 Richelien, John Henry, Cleveland, York, Tailor. May 23 at 2.30 at offices of Jackson and Jackson, Albert rd, Middlesbrough  
 Roberts, William, Sheffield, Grocer. May 21 at 3 at offices of Taylor, Norfolk row, Sheffield  
 Rotton, Ebenezer, Birmingham, Fishmonger. May 19 at 3 at offices of Parry, Bennett's Hill, Birmingham  
 Royle, George, and William Andrews, King st, Cheapside, Fancy Goods Manufacturers. May 16 at 12 at 145, Cheapside. Hare, Old Broad st  
 Sakar, Thomas, Bradford, York, out of business. May 19 at 3 at offices of Browning, Queen's gate, Bradford  
 Saunders, William, Witton, Chester, Gardener. May 19 at 11 at offices of Green and Dixon, Castle st, Northwich  
 Savage, Edward, Aspull, Lancaster, Wheelwright. May 22 at 10.30 at offices of Wilson, King st, Wigan  
 Saville, Hirson, Silks, York, Commission Weaver. May 22 at 11 at offices of Berry and Robinson, Charles st, Bradford  
 Schreiber, Richard Hermann, Moorgate st, Commission Agent. May 19 at 3 at offices of Woferstan and Co, Ironmonger lane  
 Schwarzer, John George, Sheffield, Jeweller. May 23 at 3 at offices of Binn, Fig Tree lane, Sheffield  
 Scott, John Henry, Rochdale, Lancaster, Smallware Dealer. May 21 at 3 at offices of Standring, Yorkshire st, Rochdale  
 Shackleton, George, Glass Houghton, York, Painter. May 22 at 3 at offices Jenkins, Albion st, Leeds  
 Shaw, George, Birmingham, Tailor. May 22 at 3 at offices of Duke, Temple row, Birmingham  
 Shaw, Henry, Dewsbury, York, Shoddy Merchant. May 23 at 3 at the King's Arms Hotel, Market place, Dewsbury. Walker and Son, Dewsbury  
 Shepherd, Mary, Toddbington, Bedford, Innkeeper. May 20 at 12 at the Griffin Inn, Toddbington. Benning and Son, Dunstable  
 Singleton, Andrew, Blackburn, Licensed Victualler. May 20 at 11 at offices of Radcliffe, Clayton st, Blackburn  
 Smith, Daniel Gaunt, Saltburn-by-the-Sea, York, Merchant Tailor. May 16 at 10 at offices of Robson, Linthorpe rd, Middlesbrough  
 Spalding, William, Hogsthorpe, Lincoln, Brick maker. May 23 at 11 at the Windmill Hotel, Alford. Sharpley and Son, Louth  
 Speight, James, Leeds, Stone Merchant. May 22 at 2.30 at the Leeds Law Institute, Albion place, Leeds. Spirett  
 Stephens, Charles Henry, Wellington, Salop, Saddler. May 29 at 11 at offices of Taylor, King st, Wellington  
 Stephens, Hugh Eddy, and Hugh Eddy Stephens, Jun, Looe, Cornwall, Ship Builders. May 22 at 3 at offices of Jenkins, Post Office buildings, Falmouth  
 Stone, John, St George, Gloucester, Builder. May 21 at 2 at offices of Clifton, Broad st, Bristol  
 Taylor, John, Weston-super-Mare, Fishmonger. May 21 at 12 at offices of Chapman, Grove rd, Weston-super-Mare  
 Taylor, Joseph, Aslackley, Lincoln, Miller. May 22 at 12 at the Angel Hotel, Bourn, Stapleton, Stamford  
 Theaker, Henry, Star Carr, Lincoln, Farmer. May 20 at 3 at the Great Northern Hotel, Haxey Station, Taylor  
 Voysey, John William, Dawlish, Devon, Carrier. May 28 at 12 at Major's Commercial Hotel, Newton Abbot. Mackenzie and Hext, Torquay  
 Walker, Thomas Drake, Darlington, Saddler. May 17 at 10 at offices of Barron, High row, Darlington  
 Walshaw, Charles, Barnsley, York, General Dealer. May 28 at 11 at offices of Parker, Regent st, Barnsley  
 Ward, Kexiah, Leckhampton, Gloucester. May 26 at 3 at offices of Pruen, Regent st, Cheltenham  
 Weak, James, Birmingham, Plasterer. May 23 at 12 at offices of Hawks and Weekes, Temple st, Birmingham  
 Wharton, David, Winteringham, Lincoln, Farmer. May 26 at 11 at offices of Frer and Co, Brigg  
 Wheddon, William James, Birmingham, out of business. May 20 at 3 at offices of Fitter, Bennett's Hill, Birmingham  
 Whinham, Thomas, Sunderland, Agent. May 22 at 11 at offices of Lawson, Villiers st, Sunderland  
 Winn, John Dugald, Albert rd, Peckham, Beerhouse Keeper. May 19 at 3 at offices of May, Chancery lane  
 Woods, George, Northampton, Boot Manufacturer. May 23 at 3 at offices of Becke, Derngate, Northampton  
 Wright, Edward, Bradford, York, Engineer. May 21 at 11 at offices of Singleton, New Booth st, Bradford

TUESDAY, May 13, 1879.

Abrahams, Lewis, West Strand, Silversmith. May 22 at 2 at offices of Chidley, Old Jewry  
 Adams, Jabez, Bulwell, Nottingham, Watchmaker. May 27 at 4 at offices of Cockayne, Fletchergate, Nottingham  
 Andrews, William, Latcham, Somerset, Cabinet Maker. May 27 at 12 at offices of Webster, Axbridge  
 Arnell, John, Liverpool, Bootmaker. May 27 at 2 at offices of Brabner and Court, North John st, Liverpool  
 Badcock, John, Birmingham, Provision Dealer. May 23 at 3 at offices of Fallows, Cherry st, Birmingham  
 Baldwin, Thomas Henry, Great Malvern, Worcester, out of business. May 24 at 12 at offices of Clutterbuck, The Forgate, Cross, Worcester  
 Ballingall, James, Great College st, Camden town, Pianoforte Manufacturer. May 26 at 3 at Kieran's Hotel, Crown ct, Cheapside  
 Lovett, King William st  
 Banham, Frederick William, Norwich, Toy Vendor. May 23 at 3 at offices of Miller and Co, Bank Chambers, Norwich  
 Barrett, Robert Hankinson, Bolton, Cotton Spinner. May 27 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Ramwell and Co, Bolton  
 Berg, John, Bethnal Green rd, Looking Glass Manufacturer. May 26 at 2 at offices of Sydney, Leadenhall st  
 Bertelmann, Gottfried, and Gustav Holscher, Bradford, Woolen Merchants. May 28 at 11 at offices of Wood and Co, Commercial Bank buildings, Bradford  
 Bouch, William, and Walter Theophilus Niemann, St Helen's pl, Ship Brokers. May 27 at 2 at offices of Cooper and Co, George st, Mansion house, Foss and Legg, Abchurch lane  
 Bradshaw, Margery, Reddish, Lancashire, Draper. May 29 at 3 at offices of Garthwaite, Bransonee st, Manchester  
 Brown, John, Stone, Commission Agent. May 25 at 12 at offices of Haywards and Co, Frederick's pl, Old Jewry, London  
 Brown, Joseph, Bishopsgate st without, China Warehouseman. May 27 at 3 at the Windsor Hotel, Queen st pl, Cheapside. White, Queen st, Cheapside  
 Bruce, John, Middlesbrough, Licensed Victualler. May 30 at 12 at the New Market Hotel, Middlesbrough. Willan  
 Buchanan, Joseph, Havant, Hants, Plumber. May 26 at 12 at 98, Cheapside, London, King, Portsea  
 Bulivant, James, Birmingham, File Manufacturer. May 23 at 3 at offices of Barlow and Co, Waterloov st, Birmingham  
 Buntion, Albert James, Woodford, Essex, Farmer. June 5 at 2 at offices of Staaple and Son, Pinner's Hall, Old Broad st, London  
 Burns, William, Rochester, Schoolmaster. May 27 at 11 at the Bull Hotel, Rochester. Wood and McLellan, Rochester  
 Burrell, Mary Ann, Goddard, Lowestoft, Milliner. May 29 at 12 at offices of Seago, High st, Lowestoft  
 Burrow, Robert, Hatton garden, Watch Importer. May 28 at 3 at offices of Foreman and Co, Greaham st, Cheapside  
 Caddy, Louisa, Helston, Cornwall, Draper. May 23 at 12 at offices of Grylls and Co, Cross st, Helston  
 Carlin, Henry, Swanwick, Derby, out of business. May 27 at 12 at the Bell Hotel, Sadler gate, Derby. Cursham, Ripley  
 Chapman, Moss, Middlesbrough, Whitechapel, Tailor. May 29 at 3 at offices of Haries, Moorgate st  
 Christie, Alexander, Norwich, Travelling Draper. May 30 at 12 at offices of Miller, Bank Chambers, Norwich  
 Clarkson, Joseph, South Ortonington, York, Miller. May 23 at 11 at the Durham Ox Hotel, Northallerton. James, York  
 Clayton, Thomas Fleming, Leeds, Woollen Merchant. May 27 at 12 at offices of Button and Co, Henrietta st, Covent garden. Clarke and Son  
 Clemence, Miriam Ann, Richmond rd, Hackney, Laundry Keeper. May 26 at 3 at offices of Andrews, Fenchurch st  
 Clutterbuck, George, Fratton, Hants, Engineer. May 26 at 11 at 3, Thanet st, Burton crescent, Middlesex  
 Collins, Susannah, and Frederick Samuel Neville Collins, Ivagate, Bradford, Boot Dealers. May 28 at 3 at offices of Turner, Park sq, Leeds  
 Cooper, William, Fendrayton, Cambridge, Farmer. May 27 at 12 at the George Hotel, Huntingdon. Day and Wade-Gery, St Neots  
 Crocker, John Murley, Long Sutton, Somerset, Corn Merchant. May 26 at 12.30 at the Langport Arms Hotel, Langport. Watts, Yeovil  
 Daughton, Charles, Wimbledon, Bootmaker. May 26 at 2 at offices of Copp, Essex st, Strand  
 David, William, Bridgeman, Glamorgan, Miller. May 27 at 11 at the Ship Inn, Bridgeman, Randall, Bridgeman  
 Davies, John, Penygores, Carnarvon, Tailor. May 26 at 3 at the Bag's Head Inn, Penygores. Bream and Co, Pwllheli  
 Davies, William, Wednesbury, Clothier. May 24 at 11 at offices of Sister and Marshall, Dariaston  
 Dent, Edwin, Kingston-upon-Hull, Furniture Saleman. May 26 at 12 at offices of Hall, Bishop lane, Kingston-upon-Hull  
 Dibble, Henry, Moordinch, Somerset, Farmer. May 22 at 11 at offices of Chapman, High st, Bridgewater

Eardley, Lucy, Newcastle-under-Lyme, Grocer. May 24 at 11 at offices of James, Newcastle-under-Lyme.  
 Eastwood, James Dyson, Elland, York, Manufacturer. May 26 at 3 at the White Lion Hotel, Silver st, Halifax. Boocock, Halifax.  
 Eccleston, James, Blackburn, Painter. May 23 at 3 at offices of Holland, Northgate, Blackburn.  
 Elliott, France, Atherton, Warwick, Hat Manufacturer. May 30 at 3 at offices of Sale, Market pl, Atherton.  
 Fielding, Robert, Stockport, Licensed Victualler. May 25 at 3 at offices of Edwards, Brazenose st, Manchester.  
 Frampton, Henry William, Ryde, Isle of Wight, Shipping Clerk. May 26 at 4 at offices of Urry, St Thomas' st, Ryde.  
 Francis, John, Llanrafelach, Glamorgan, Licensed Victualler. May 26 at 1 at offices of Thomas, York pl, Swansea.  
 Friedlander, Henry Lesser, St Mary's chambers, St Mary Axe, Agent. June 3 at 3 at offices of Red and Lovell, Guildhall chambers, Basinghall st.  
 Furze, Eliza Ruth, Manchester, Milliner. May 28 at 3 at offices of Myers, John Dalton st, Manchester.  
 Gibson, John, Bethnal green rd, Tailor. May 22 at 3 at offices of Philby, Fenchurch buildings.  
 Gordon, John, Bradford, out of business. May 28 at 4 at offices of Atkinson, Turret st, Bradford.  
 Green, Arthur, Cheshire-le-Moor, Lancashire, Grocer. May 26 at 3 at offices of Tattersall, Richmond terrace, Blackburn.  
 Hall, Thomas, jun., Cobridge, Stafford, Bookseller. May 22 at 11 at offices of Julian, Queen's chambers, Burslem.  
 Hall, Walter, Love lane, Wood st, Manufacturer of Telegraph Cables. May 27 at 2 at the Guildhall Coffee house, Gresham st. Reed and Lovell, Guildhall chambers, Basinghall st.  
 Halliday, John, Elland, Halifax, Woollen Manufacturer. May 23 at 11 at the Griffin Hotel, George st, Halifax. Jarred, Halifax.  
 Hamer, Jonathan, Preston, Watchmaker. May 26 at 3 at offices of Thompson, Lane st, Preston.  
 Harper, Thomas, Oakengates, Salop, Builder. May 24 at 12 at offices of Smallwood, Newport.  
 Hayes, William, Rock Ferry, Cheshire, Stone Mason. May 24 at 11 at offices of Francis, Hamilton rd, Birkenhead.  
 Hayward, John Benjamin, and George Hayward, Birmingham, Carriage Builders. May 26 at 12 at offices of Jagger, Cherry st, Birmingham.  
 Hendricks, Frank Hubert, and Patrick Grant Robertson, City chambers, Fenchurch st, Merchants. May 23 at 3 at offices of Masson and Lewis, Leadenhall st. Holland, St Swithin's lane, King William at Holmes, Frank, Parkstone, Dorset, Draper. May 23 at 11 at offices of Dickinson, Fish st, Poole.  
 Hood, James, High st, Brentford, Boot Dealer. May 21 at 3 at offices of Cliff, Cheapside.  
 Horcroft, Henry Thomas, Hove, Machine Dealer. May 31 at 12 at 96, Beslop, Darlington, Tool Dealer. May 23 at 3 at offices of Wilkes, Northward, Darlington.  
 Hughes, Edward John, Great Bridge, Stafford, Builder. May 24 at 10.30 at offices of Rankin, High st, West Bromwich.  
 Hughes, Joseph, Miles Platting, or Manchester, Ironfounder. May 29 at 3 at offices of Edwards, Brazenose st, Manchester.  
 Humphreys, William, and Henry James Shoolbred, Manchester, Merchants. May 30 at 3 at the Athenaeum, George st, Manchester. Sale and Co, Manchester.  
 Ireland, William, Eastfrington, York, Grocer. May 23 at 1 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Shaw, Howden Kay, John, Bolton, Pork Dealer. May 27 at 3 at offices of Ryley and Haslam, Mawdsley st, Bolton.  
 Kerslake, William, St Sidwell, Exeter, Innkeeper. May 26 at 1 at offices of Andrew, Bedford circus, Exeter. Toy, Exeter.  
 Kilby, William, Bethnal green rd, Silkman. May 23 at 3 at offices of Cannon, King st, Cheapside.  
 Koehler, John, Cambridge rd, Mile End, Baker. May 23 at 3 at offices of George, Finsbury pl, Fenton, Highgate.  
 Lancaster, Henry, Bolton, Clerk to the Bolton New Loan Society. May 23 at 4 at offices of Bailey and Read, Wood st, Bolton.  
 Latham, John, Burnley, Tea Dealer. May 26 at 3 at the Exchange Hotel, Nicholas st, Burnley. Sutcliffe, Burnley.  
 Law, James Grindrod, Attercliffe, York, Engineer. May 21 at 12 at offices of Pierson, Queen st, Sheffield.  
 Legg, George William, Birmingham, Decorator. May 26 at 3 at offices of Butler and Bickley, Bennett's hill, Birmingham.  
 Machin, Frank, Brindley Ford, Stafford, Innkeeper. May 22 at 11 at offices of Sherratt and Son, Market st, Kidderminster.  
 McCalvey, John, South Shields, Tailor. May 22 at 12.30 at offices of Bell, Howard chambers, Howard st, North Shields.  
 Mitchell, David, Liverpool, Bedstead Dealer. May 27 at 3.30 at offices of Brabner and Court, North John st, Liverpool.  
 Moore, John George Marshall, Newington causeway, Hosiery. May 21 at 3 at offices of Bath and Son, St Benetpl, Gracechurch st, Chippendale, Trinity st, Southwark.  
 Morrell, Thomas, Aberystwyth, Cardigan, Painter. May 27 at 11 at offices of Jones, Great Dark Gate st, Aberystwyth.  
 Moss, James, Burmire, Stafford, Tinplate Worker. May 28 at 12 at offices of Tomkinson and Furnival, Corporation buildings, Queen st, Burmire.  
 Nicklin, Edward, Tipton, Stafford, Builder. May 20 at 11 at offices of Whitehouse, Queen st, Wolverhampton.  
 Norman, Josiah, Uplyme, Devon, Cheese Dealer. May 26 at 11.30 at the Black Lion Inn, Honiton. Barnold, Exeter.  
 Oliver, John, Newcastle-upon-Tyne, Eating house keeper. May 26 at 3 at offices of Johnson, Pilgrim st, Newcastle-upon-Tyne.  
 Osborne, Joseph, Maryport, Cumberland, Assistant Grocer. May 28 at 11 at offices of Collin, Kirby st, Maryport.  
 Parkin, Joseph, sen, Ilkeston, Derby, Timber Merchant. May 27 at 12 at offices of Thorpe and Thorpe, Friar lane, Nottingham.  
 Passe, John, East Stonehouse, Devon, Seed Merchant. May 23 at 1 at the Royal Hotel, College Green, Bristol. Square, Plymouth.  
 Payne, John, Preston, Salop, Wheelwright. May 28 at 3 at offices of Morris, Swan hill, Shrewsbury.  
 Peake, Charles, Leicester, Boot Manufacturer. May 26 at 12 at offices of Harvey, Selborne buildings, Millstone lane, Leicester.  
 Peel, Steel, Maryport, Cumberland, Picture Frame Maker. May 28 at 12.30 at 27a, Kirby st, Maryport. Collin

Peters, Raphael, and Simon Peters, Birmingham, Motsa Bakers. May 23 at 3 at offices of East, Temple st, Birmingham.  
 Pool, Boyce, Wokingham, Berks, Grocer. May 25 at 11 at Anderson's Hotel, Fleet st, London. Cooke, Wokingham.  
 Poole, William Francis, Todmorden, Lancashire, Boot Dealer. May 21 at 11 at offices of Eastwood, Todmorden.  
 Pound, John, Dalton lane, Dalton, Seed Merchant. May 20 at 3 at 62, Chancery lane, Marchall.  
 Pugh, John, jun., Hanley, Stafford, Caf Proprietor. May 25 at 3 at offices of Llewellyn and Ackrill, Piccadilly, Hanley.  
 Rathbone, Henry John, Stoke-upon-Trent, Tobaccoconist. May 23 at 11 at offices of Asthall, Albion st, Hanley.  
 Rees, John, Upper Dorset st, Vauxhall-bridge rd, Builder. May 27 at 2 at the Windsor Hotel, Queen st place, Cheapside. White, Queen st, Cheapside.  
 Richards, Llewellyn, Portcawl, Glamorgan, Publican. May 26 at 3 at offices of Walker, Caroline st, Bridgend.  
 Richardson, Alfred, Leeds, Hardware Merchant. May 27 at 2.30 at the Leeds Law Institute, Albion place, Leeds. Hewson.  
 Rippon, Ralph Pickering, jun., Drypool, Kingston-upon-Hull, Butcher. May 22 at 11 at offices of Walker and Spink, Parliament st, Kingston-upon-Hull.  
 Roberts, George, Wilham, Nottingham, Farmer. May 20 at 11 at offices of Bascobell, Grove st, Retford.  
 Roberts, William, Penygroes, Caernarvon, Quarryman. May 26 at 2 at the Sian's Head Inn, Penygroes. Bresce and Co, Pwllheli.  
 Robertson, Thomas, Coventry, out of business. May 24 at 11 at offices of Hughes and Masser, Little Park rd, Coventry.  
 Roe, George, Southsea, no occupation. May 26 at 12 at offices of Bradmore, Union st, Portsea.  
 Sanders, John, Bideford, Devon, Baker. May 27 at 3 at offices of Smale, Bath House, Bideford.  
 Scott, George, South Leverton, Nottingham, Farmer. May 26 at 12 at the Queen's Hotel, Westfield, Retford. Williams, Lincoln.  
 Seaborn, Mary, Thomas George Seaborn, and Richard George Seaborn, Broadbridge, Swadlincote, Bone Merchants. May 28 at 3 at the Guildhall Coffee house, Gresham st. Turner and Son, Leadenhall st.  
 Shephard, William, Station rd, Borough, Club Proprietor. May 23 at 3 at offices of Waddell and Co, Queen Victoria st, Godfrey, Gresham buildings, Guildhall.  
 Shilton, Edward, jun., Birmingham, Hatter. May 27 at 3 at offices of Reeves, Paradise st, Birmingham.  
 Smith, John, Sedgley, Stafford, Horse Dealer. May 23 at 12 at offices of Addison, High st, Brierley hill.  
 Smith, John James, St George, Gloucester, Butcher. May 22 at 11 at offices of Meers, Nicholas st, Bristol.  
 Smith, Robert, Ipswich, Woollen Draper. May 29 at 12 at Pearce's Rooms, Prince st, Ipswich. Birkett and Bantoff, Ipswich.  
 Smith, William, Kingston-upon-Hull, Boot Dealer. May 23 at 2 at offices of Watson and Son, Parliament st, Kingston-upon-Hull.  
 Spink, Robert, Burnley, Lancashire, Grocer. May 26 at 3 at the Exchange Hotel, Nicholas st, Burnley. Baldwin and Proctor, Burnley.  
 Spooner, Sydney Edmund, and Alfred James Jackson, Lime st, Tea Brokers. May 23 at 10 at offices of Swaine, King st, Cheapside.  
 Stoy, John Frederick, Lime st, Merchant. June 4 at 3 at offices of James and Edwards, Cannon st, Simpson and Cullingford, Gracechurch st.  
 Sunderland, Nathaniel, Leeds, Grocer. May 26 at 3 at offices of Jenkins, Albion st, Leeds.  
 Swift, James Russell, Pontefract, York, Barrister-at-law. May 23 at 3 at offices of Gill and Hall, Silver st, Wakefield.  
 Taylor, John, Lyc, nr Stourbridge, Licensed Victualler. May 27 at 3 at offices of Gould and Klock, Lower High st, Stourbridge.  
 Thomas, Daniel John, Moriston, Glamorgan, Grocer. May 22 at 12 at offices of Smith and Lewis, Cambrian place, Swansea.  
 Thomas, Eli William, Taunton, Somerset, Stonemason. May 26 at 11 at offices of Reed and Cook, Taunton.  
 Thomas, John, Canton, Cardiff, Butcher. May 27 at 12 at offices of Langley, St Mary st, Cardiff.  
 Thomas, John, Carnarvon, Cooper. May 27 at 1 at the Waterloo Hotel, Manchester.  
 Thomas, Robert, Pendleton, Lancashire, Builder. May 27 at 3 at offices of Booth, Cooper st, Manchester.  
 Timperley, Henry, Morecambe, Lancashire, Draper. May 27 at 2 at offices of Johnson and Tilly, Sun st, Lancaster.  
 Titcomb, Frederick Henry, Small Heath, Warwick, out of business. May 26 at 3 at offices of Jaques, Cherry st, Birmingham.  
 Tomlinson, Richard, Kingland, Shrewsbury, Innkeeper. May 26 at 11 at offices of Morris, Swan hill, Shrewsbury.  
 Verden, James, Lancashire, Shoemaker. May 25 at 2 at offices of Johnson and Tilly, Sun st, Lancaster.  
 Walker, Daniel, Bredon, Worcester, Stone Mason. May 26 at 11 at offices of Moore and Romney, Tewkesbury.  
 Walker, Richard, New Springs, Aspull, Lancashire, Shopkeeper. May 27 at 11 at offices of Wood, King st, Wigan.  
 Waller, John, Newcastle-upon-Tyne, Licensed Victualler. June 5 at 2 at the Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Ingledew, Newcastle-upon-Tyne.  
 Waiter, Frederick James, King's rd, Chelsea, Bootmaker. May 21 at 3 at offices of Brydon, Bennet's hill, Doctor's commons.  
 Walters, Edward, Bristol, Builder. May 27 at 12 at offices of Gwynn, and Co, All Saints st, Bristol.  
 Walters, Samuel Ebenezer, Derby, Coal Agent. May 23 at 11 at offices of Close, Corn Market, Derby.  
 Ward, Joseph, Kersley, Warwick, Farmer. May 22 at 2 at offices of Minister, Trinity churchyard, Coventry.  
 Waterland, Thomas Clarke, Sheffield, Labourer. May 26 at 3 at offices of Binns, Fig Tree lane, Sheffield.  
 West, Thomas William, Sywell House, Northampton, Farmer. May 23 at 3 at the George Hotel, Northampton. Andrew, Northampton.  
 Wetherfield, Arthur Thomas, Montpelier rd, Hammerton, Lighterman. May 23 at 3 at offices of Ambrose and Co, Grecian chambers, Devereux st, Temple.  
 Wheeler, Alfred, Parliament st, Westminster, Builder. June 6 at 3 at offices of Boyce and Ridley, Brook st, Bond st.

Whistler, James Abbot McNeill, White House, Chelsea Embankment, Artist. June 4 at 3 at the Inns of Court Hotel, High Holborn. Lewis and Lewis, Ely place, Holborn. Whithead, John, Leintwardine, Hereford, Innkeeper. May 28 at 11 at offices of Weyman, Mill st, Ludlow. Whitman, George, North Leverton, Nottingham, Joiner. May 23 at 12.30 at the White Hart Hotel, Gainsborough. Bescoby, East Retford. Williams, George, Ffrith, Cymman, Flint, Blacksmith. May 27 at 11.30 at offices of Pugh, Temple row, Wrexham. Williams, Thomas, Birmingham, Grocer. May 23 at 2 at offices of Fallows, Cherry st, Birmingham. Wilson, Thomas, South Bank, Middlesborough, Draper. May 28 at 11 at office of Jackson and Jackson, Albert rd, Middlesborough Wood, John Henry, Macclesfield, Printer. May 26 at 3 at offices of Kilmister and Prooter, Brunswick st, Macclesfield. Woodhouse, Edward, Birmingham, Confectioner. May 26 at 11 at offices of Parr, Colmore row, Birmingham. Wright, Thomas, Loftus-in-Cleveland, York, Saddler. May 27 at 2.30 at offices of Jackson and Jackson, Albert rd, Middlesborough Wrightson, John, Bingley, York, Saddler. May 23 at 3 at offices of Lee and Co, New Ivergate, Bradford. Yarker, Matthew, High Petergate, York, Plumber. May 26 at 11 at the Great Northern Hotel, Railway st, York. Young, York Yates, John, Leigh, Lancashire, Draper. May 27 at 3 at the Albion Hotel, Piccadilly, Manchester. Whittingham, Bolton. Young, Jane Maria, West Rason, Lincoln, Farmer. May 28 at 11 at offices of Rhodes and Sons, Market Rason.

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